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OFFICE OF THE MAYOR
SAN FRANCISCO

TREASURE ISLAND PROJECT
410 AVENUE OF PALMS, BLDG #1
TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660
FAX (415) 274-0299



WILLIE LEWIS BROWN, JR.

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**TREASURE ISLAND DEVELOPMENT AUTHORITY
AGENDA FOR REGULAR MEETING
WEDNESDAY, SEPTEMBER 8, 1999 - 1 P.M.**

Room 400, City Hall
1 Dr. Carlton Goodlett Place

Willie L. Brown, Jr., Mayor

DIRECTORS

John Elberling, Vice-Chairman
William Fazande
Susan Po-Rufino
Doug Wong

Gerald Green
Anne Halsted
James Morales

Annemarie Conroy
Executive Director
Treasure Island Development Authority

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. Approval of Minutes
3. Communications
4. Ongoing Business by Directors
5. Introduction of New Business by members
6. Report of the Treasure Island Project Director Annemarie Conroy
 - Report on access to Treasure Island including public use last month
 - Status of environmental clean up
 - Report on short-term leases
 - Report on San Francisco-Oakland Bay Bridge/Caltrans issues
 - Report on TIHDI
 - Update on TI budget 1999-2000
 - Report on the status of personal property
 - Report on formation of CAC
 - Legislation/hearings affecting Treasure Island
 - Report on the Planning Commission's adoption of the proposed redevelopment plan for Treasure Island

7. Public Comment
8. Resolution approving Sublease with North American Family Institute for Delancey Street's Life Learning Academy (12 units) (Action item)
9. Resolution approving an amendment to the Special Events Master Lease with the Navy, adding the Nimitz Mansion (Action item)
10. Resolution in support of Bay Area High-Speed Water Transit Initiative and Senate Bill 428 (Action Item)
11. Resolution authorizing the Executive Director to continue two month-to-month leases with ESPN related to the production of the X-Games for more than six months (Action item)
12. Presentation by Treasure Island Enterprises (TIE) of its development concept for Treasure Island
13. Adjourn





















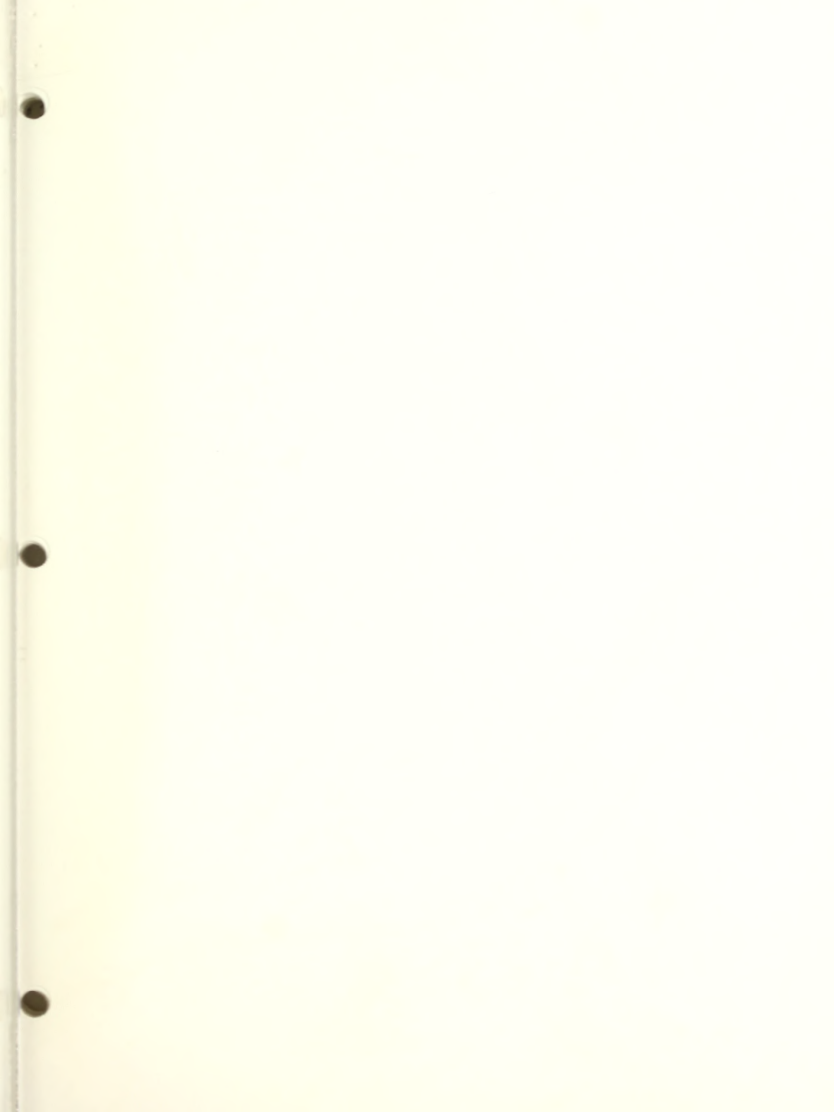














AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Resolution Authorizing the Executive Director
to Enter Into a Sublease with North American
Family Institute for 12 Housing Units

Agenda Item No. 8
Meeting of September 8, 1999

Contact/Phone: Annemarie Conroy, Executive Director
Stephen Proud, Director of Development
274-0660

SUMMARY OF PROPOSED ACTION:

Staff is requesting the Authority adopt a resolution which would allow the Executive Director to enter into a lease with the North American Family Institute (NAFI) for the operation of 12 housing units that will be used for the Delancey Street Life Learning Academy.

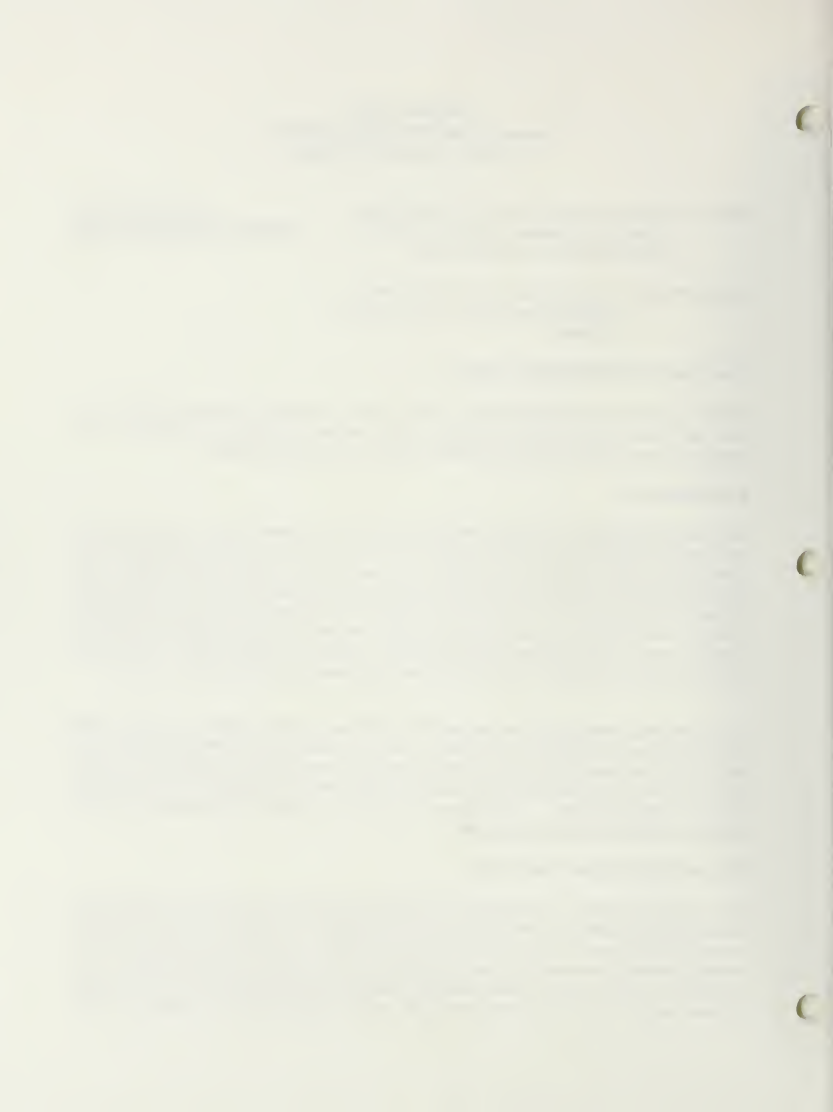
BACKGROUND

There are approximately 100 housing units at Naval Station Treasure Island. In past action by the Authority, authorization has been granted for the lease of 574 units of housing (which will ultimately total 766 units) from the Navy to be used for the John Stewart Company, and authorization has been granted for the lease of 86 units of housing (which will ultimately total 222 units) from the Navy for the use by the Treasure Island Homeless Development Initiative (TIHDI). The remaining 12 units of housing are to be used for the residential component of Delancey Street's Life Learning Academy which is located on Treasure Island. This highly structured residential facility will house fifty court-adjudicated girls attending the Academy.

At the Authority meeting held on August 18th, 1999 the Authority adopted a resolution that granted the Executive Director the authority to execute a lease with the Navy for the use of the units. The action currently before the Authority would allow the Executive Director to enter into a lease with the North American Family Institute, which serves as the operator for those units for the Life Learning Academy. The following provides some general information on the Life Learning Academy and the proposed leases.

Life Learning Academy Youth Center

Life Learning Academy is an extended day charter school of the San Francisco Unified School District which is operated by the Delancey Street Foundation in cooperation with and under the oversight of the Mayor's Criminal Justice Council (MCJC). The Academy provides a safe and nurturing learning community for at-risk youths at a wide range of scholastic abilities. It is committed to help students develop healthy, productive and independent lives by teaching rigorous academic, social, and vocational skills, and to inculcate positive community values.



Academy staff includes academic teacher, vocational instructors, mentors and volunteers who can relate to the students and offer support, structure and accountability.

Life Learning Academy students "learn by doing," engaging in hands-on vocational projects, including site renovation and the establishment of a café, as they develop academic skills and fulfill subject requirements. Academic programs at the Academy are highly individualized, tailored to the strengths and needs of each student. Peer leadership, earned responsibility and privilege, community service and environmental education are cornerstones of the Academy's foundation.

One aspect of the Life Learning Academy is a residential component that includes 12 housing units that will be used by the Academy to house 50 court-adjudicated girls attending the Academy. To operate the residential units and provide onsite management, Delancey Street has selected the North American Family Institute (NAFI), a nonprofit human services agency specializing in community based care for children and youths, with behavioral and/or delinquency problems.

NAFI has been successfully operating residential, community-based, and educational programs for the past 25 years. NAFI currently operates six residential programs serving juveniles, four of which were designed exclusively for girls and specifically to meet the needs of young women. A number of NAFI's residential programs have been cited by the federal government as national models.

NAFI staff will coordinate closely with the Delancey Street Foundation staff and with the City and County Probation Officer, Health Services Worker, and Mentoring staff. NAFI staff at the Center will include: 1 Program Director, 1 Assistant Director/Clinical Director, .25 Regional Director, .50 Training Director, 3 Case Managers, 3 Shift Supervisors, 1 Administrative Assistant, 1 Maintenance Staff and 13 Direct Care Staff (Counselor/Advocates).

Lease Summary

The Navy will lease to the Authority, and the Authority will subsequently sublease to NAFI two buildings (Buildings 1252 & 1254) comprised of six housing units each and the surrounding grounds, as shown on Exhibit A to the lease, for a period of two (2) years.

The terms of the Sublease state that the Authority will receive rent for the units at a rate of \$6,840 per month, or \$82,080 per year. In addition, NAFI will be required to pay for the cost of utilities to service the units and any costs associated with rehabilitating the units to meet FEMA-178 life safety standards and to address any code deficiencies. NAFI will also be required to pay Navy Common Area Maintenance (CAM) charges associated with the use of the units.

As noted above, NAFI will provide operations and oversight of the housing units. An overview of the program and listing of qualifications for NAFI is attached to the sublease as Exhibit C.

ATTACHMENTS

Resolution

Sublease between the Authority and NAFI for Housing Units



1 [Sublease of 12 Housing Units on Treasure Island and Related Facilities]

2 APPROVING AND AUTHORIZING THE TREASURE ISLAND DEVELOPMENT AUTHORITY
3 TO EXECUTE A SUBLEASE WITH THE NORTH AMERICAN FAMILY INSTITUTE, AS THE
4 GROUP HOME PROVIDER FOR THE DELANCEY STREET LIFE LEARNING ACADEMY
5 PROGRAM, FOR 12 HOUSING UNITS ON TREASURE ISLAND.

6 WHEREAS, On May 2, 1997, the Board of Supervisors (the "Board") passed
7 Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a
8 nonprofit public benefit corporation known as the Treasure Island Development Authority (the
9 "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction,
10 rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for
11 the public interest, convenience, welfare and common benefit of the inhabitants of the City
12 and County of San Francisco; and,

13 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
14 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
15 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority
16 as a redevelopment agency under California redevelopment law with authority over the Base
17 upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the
18 Base which are subject to the Tidelands Trust, vested in the Authority the authority to
19 administer the public trust for commerce, navigation and fisheries as to such property; and,

20 WHEREAS, The Tidelands Trust prohibits the sale of trust property into private
21 ownership, generally requires that Tidelands Trust property be accessible to the public and
22 encourages public-oriented uses of trust property that, among other things, attract people to
23 the waterfront, promote public recreation, protect habitat and preserve open space; and,



1 WHEREAS, In order to facilitate productive reuse and job creation on the Base, it may
2 be beneficial for the Authority to lease or license property from the Navy and, in turn, sublease
3 or sublicense such property to third-parties or use such property for municipal purposes; and,

4 WHEREAS, In connection with its Life learning Academy Program at Treasure Island,
5 the Delancey Street Foundation and the Mayor's Office of Criminal Justice seek to house 50
6 "at-risk" young women in 12 housing units on Treasure Island (the "Premises"), which
7 Premises shall be maintained and operated by the North American Family Institute, a licensed
8 group home provider ("NAFI"), on behalf of the Delancey Street Foundation; and,

9 WHEREAS, The Authority and NAFI have negotiated the terms and conditions of a
10 sublease for two years for the use of the Premises (the "NAFI Master Housing Lease"),
11 substantially in the form attached hereto as Exhibit A; and,

12 WHEREAS, Under the NAFI sublease, NAFI will pay rent in the amount of \$6,840 per
13 month and will be responsible for paying 100% of the operating costs of their premises,
14 including, (i) the costs of code and seismic upgrades and complying with all applicable laws,
15 including disabilities access laws, (ii) utilities fees, (iii) taxes, (iv) insurance, (v) Navy CAM
16 Charges, and (vi) other costs of operating, maintaining and repairing the leased premises;
17 and,

18 WHEREAS, NAFI's and Delancey Street Service Plan demonstrating the means to
19 provide all necessary social services, transportation, goods and other ancillary services
20 necessary to meet the needs of its resident occupants (the "Service Plan") is attached to the
21 NAFI Sublease as Exhibit C thereto; Now, therefore, be it

22 RESOLVED, That the Authority hereby approves and authorizes the Executive Director
23 to enter into the NAFI Sublease; and, be it

24 FURTHER RESOLVED, That the Authority authorizes the Executive Director to enter
25 into modifications to the NAFI Sublease (including, without limitation, the attachment or



1 modification of exhibits) that are in the best interests of the Authority and the City, do not
2 materially change the terms of the NAFI Sublease, and are necessary and advisable to
3 effectuate the purpose and intent of this resolution.

4
5 CERTIFICATE OF SECRETARY

6 *I hereby certify that I am the duly elected and acting Secretary of the Treasure Island*
7 *Development Authority, a California nonprofit public benefit corporation, and that the above*
8 *Resolution was duly adopted and approved by the Board of Directors of the Authority at a*
9 *properly noticed meeting on August 18, 1999.*

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12 _____
John Elberling, Secretary
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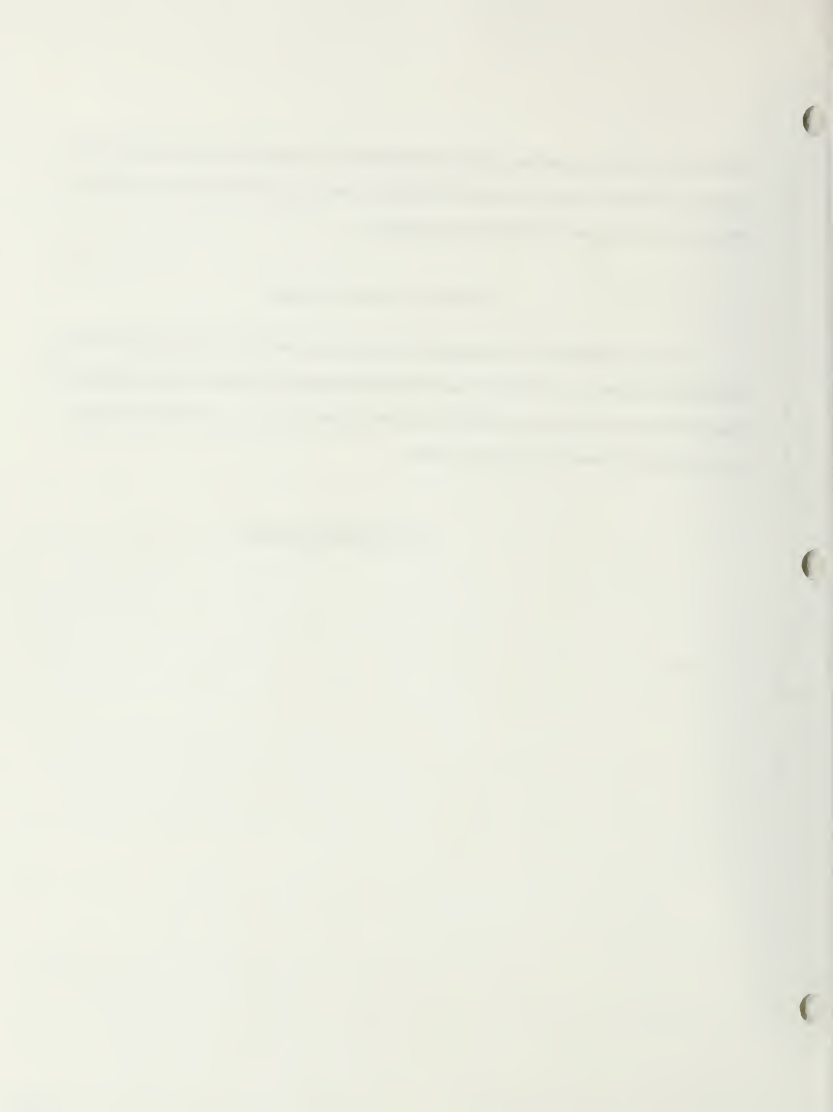


EXHIBIT A

NAFI Sublease

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SUBLEASE

between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

NORTH AMERICAN FAMILY INSTITUTE, INC

as Subtenant

For the Sublease of

Buildings 1252 and 1254 at Naval Station Treasure Island
San Francisco, California

September __, 1999

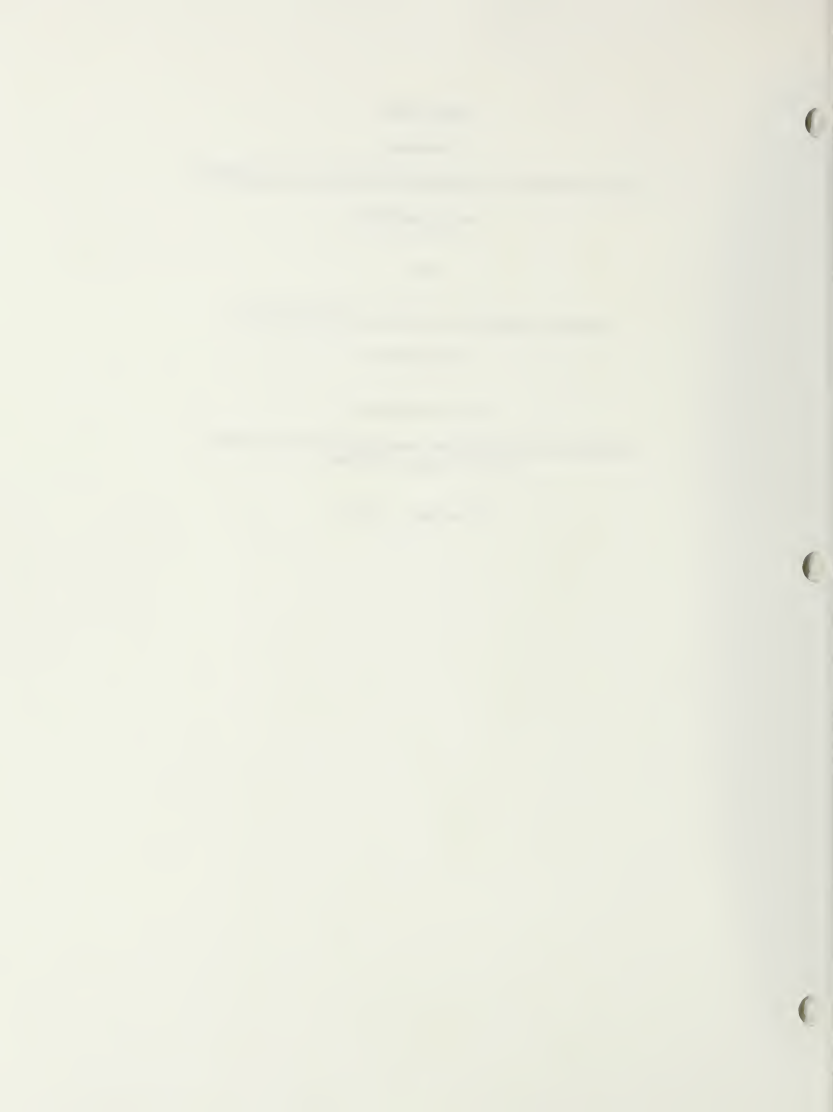


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EXHIBIT A – Master Lease
EXHIBIT B – Premises Description
EXHIBIT C – The Plan
EXHIBIT D-1 Seismic Report
EXHIBIT D-2 Structural Report
EXHIBIT E -- Utilities
EXHIBIT F – Required Alterations
EXHIBIT G – Permitted Hazardous Materials



SUBLEASE

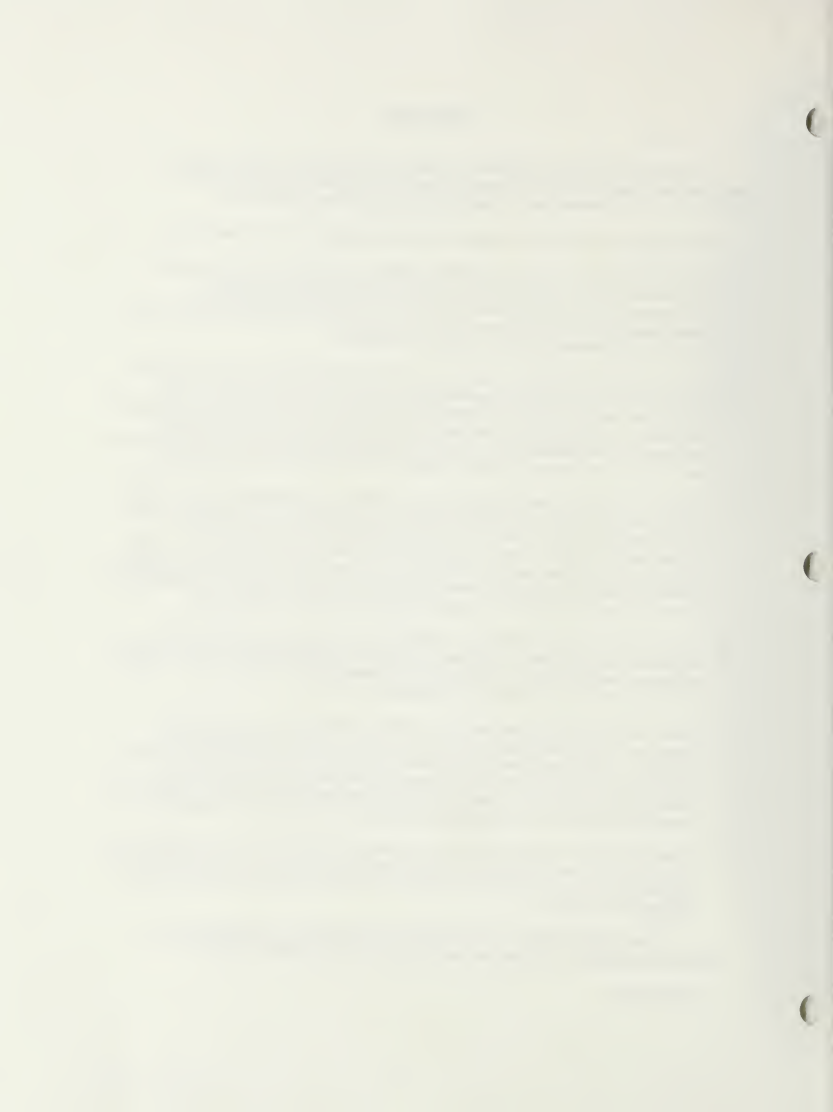
THIS SUBLEASE (this "Sublease"), dated as of September 1, 1999, is by and between the Treasure Island Development Authority ("Sublandlord") and North American Family Institute, Inc., a Massachusetts corporation ("Subtenant").

This Sublease is made with reference to the following facts and circumstances:

- A. Former Naval Station Treasure Island (the "Base" or "Property") was previously selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510 and its subsequent amendments, and is currently owned by the United States of America, acting by and through the Department of Navy ("Master Landlord").
- B. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office (the "Project Office") to establish the Sublandlord as a nonprofit public benefit corporation for the purpose of overseeing and implementing the redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Sublandlord.
- C. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Sublandlord as a redevelopment agency under California redevelopment law with authority over the Base, and, (ii) with respect to those portions of the Base which are former tide or submerged lands, vested in the Sublandlord the authority to administer the public trust for commerce, navigation and fisheries as to such property.
- D. Under the Act and the Sublandlord's Articles of Incorporation and Bylaws, the Sublandlord has the power and authority, subject to applicable laws, to sell, sublease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the real property located on the Base.
- E. Master Landlord and Sublandlord have entered or will enter into a lease dated September 1, 1999 (the "Master Lease"), a copy of which is attached hereto as Exhibit A. Under the Master Lease, Master Landlord leased to Sublandlord, among other things, 12 units of unoccupied housing on the Base commonly known as Buildings 1252 and 1254, as well as certain related facilities and common areas, all as more particularly shown on Exhibit B attached hereto (together, the "Premises").
- F. Subtenant desires to use the Premises to house approximately 50 "at-risk" girls as part of the Delancey Street Foundation's Life Learning Academy and Youth Residential Program, as more particularly described in the program summary attached hereto as Exhibit C (the "Plan").

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Sublandlord and Subtenant hereby agree as follows:

1. PREMISES

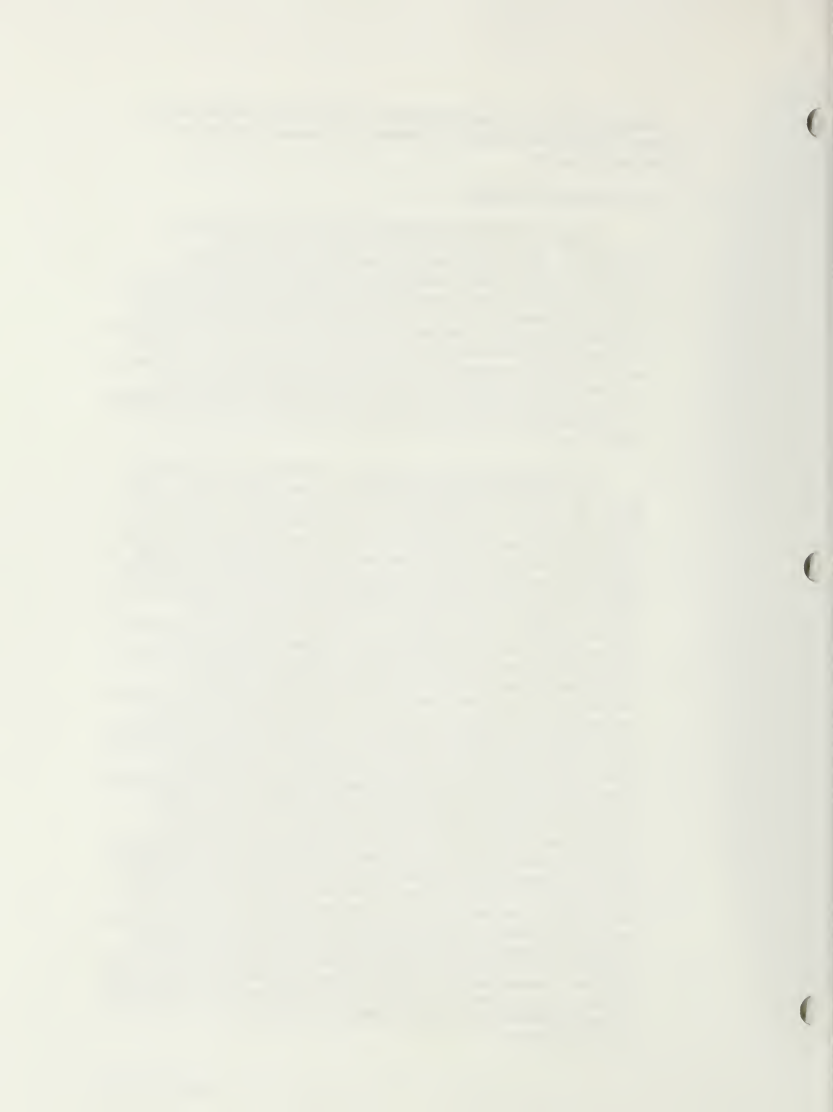


1.1. Subleased Premises. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises, including the improvements thereon.

1.2. As Is Condition of Premises.

1.2.1. Inspection of Premises. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them, ("Subtenant's Agents") of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report and the Structural Report referenced in Section 1.2.3 below and the Joint Inspection Report referenced in Section [6] of the Master Lease.

1.2.2. As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises ("Laws") governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and/or otherwise permitted under this Sublease, (v) the safety of the Premises, whether for the use of Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants, including any residents or service providers under the Plan ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

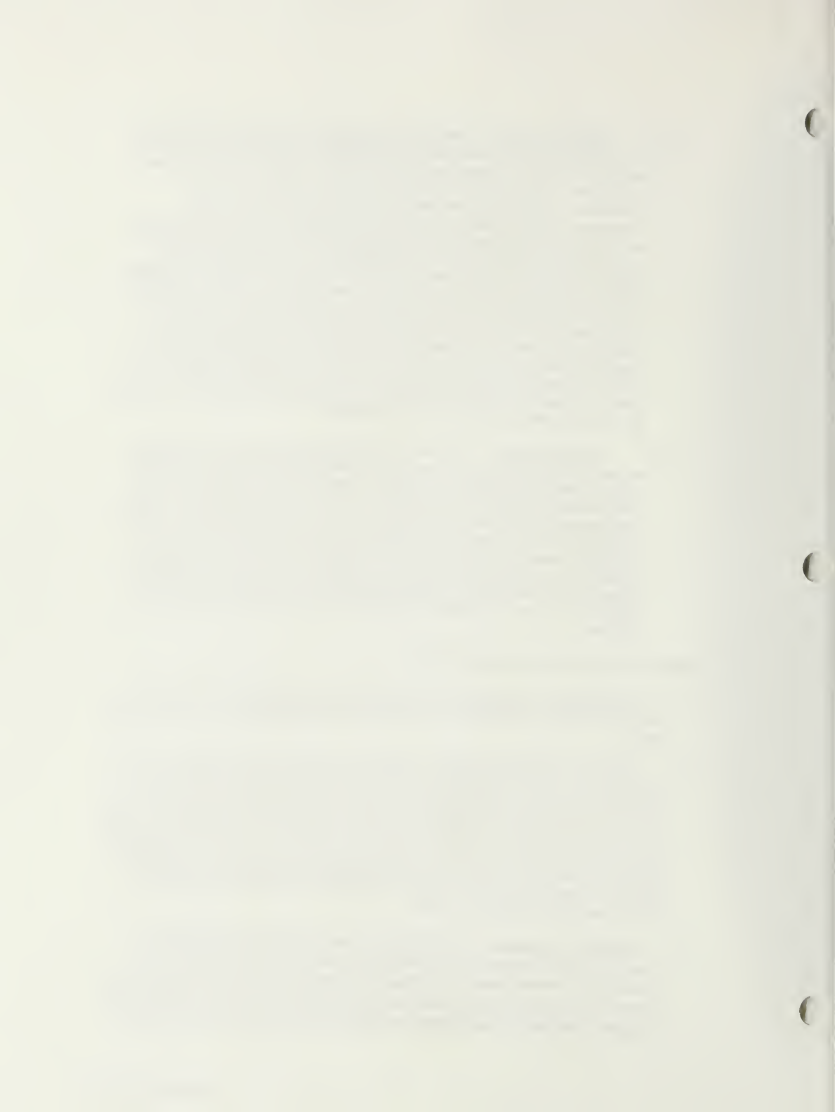


1.2.3. Seismic Report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,*" prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco, (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit D-1. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on the Property and affecting the Premises and points out that in the area of the Property where many portions of the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that structures or improvements located on or about the Premises may fail structurally and collapse.

1.2.4. Structural report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain letter from SOHA Engineers dated April 21, 1999 to John Stewart Company and the report entitled *Structural Evaluation and Calculations for 1200 Series Buildings, Treasure Island, California*, a copy of which is attached hereto as Exhibit D-2 (the "Structural Report"). The Structural Report notes that no seismic retrofitting is required of these buildings. As provided in Sections 7.1 and 10.1 below, the completion of improvements necessary to bring the Premises into compliance with the FEMA-178 seismic life-safety standards is a condition precedent to this Sublease.

2. COMPLIANCE WITH MASTER LEASE

- 2.1. Incorporation by Reference. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein
- 2.2. Compliance with Master Lease. Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any work, services, repairs, repainting, restoration, the provision of utilities, ventilation or air-conditioning services, or the performance of any of Sublandlord's or Master Landlord's obligations under the Master Lease.
- 2.3. Automatic Termination. If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master



Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

3. TERM

- 3.1. Term of Sublease. The Premises are subleased for a term (the "Term") of Two (2) years commencing on September 15, 1999 (the "Commencement Date") and expiring on September 14, 2001 (the "Expiration Date"), unless sooner terminated or extended pursuant to the terms of this Sublease.
- 3.2. Effective Date. This Sublease shall become effective on the date (the "Effective Date") upon which (i) the Parties hereto have duly executed and delivered this Sublease and (ii) Sublandlord's Board of Directors have approved this Sublease.

4. RENT

- 4.1 Base Rent. Beginning on the commencement date, Subtenant shall pay to Sublandlord Six Thousand Eight Hundred Forty dollars (\$6,840.00) (the "Base Rent") per month for the entire term of this Sublease. Subtenant's payment of the Base Rent shall be a condition precedent to its taking possession of the Premises and to the effectiveness of this Sublease. Thereafter, Base Rent shall be paid to Sublandlord in advance, without prior demand and without any deduction, set off or counterclaim whatsoever on or before the first day of each month. All sums payable by Subtenant to Sublandlord hereunder shall be paid in cash or good check to Sublandlord at the address shown in Section 20.1 below.
- 4.2 Additional Charges. In addition to Base Rent, Subtenant shall pay any and all real property taxes, possessory interest taxes and other costs, impositions and expenses related to the Premises as provided in Section 5 hereof, plus all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all utility charges (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent". All Additional Charges shall be due and payable immediately upon Subtenant's receipt of an invoice from Sublandlord and shall be delinquent if Sublandlord has not received Subtenant's payment on or before the tenth (10th) day following Subtenant's receipt of such invoice. Subtenant's obligation to pay Rent, including without limitation late charges and default interest, shall survive the termination of this Sublease.
- 4.3 Late charge. If Subtenant fails to pay any Rent within ten(10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

RESEARCH REPORT
NO. 1000

BY
J. H. GOLDSTEIN

AND
J. K. KILPATRICK

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

1955

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JANUARY 10, 1956

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4.4 Default Interest. If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of the greater of the interest rate in effect which has been established by the Secretary of Treasury pursuant to Public Law, as described in the Master Leases. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

5. TRIPLE NET LEASE

5.1. Subtenant's Responsibility to pay Expenses. This is a "triple net" Sublease. Accordingly, Subtenant shall be responsible for any and all charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Alterations permitted thereon, including, without limitation, the costs described in this Section 5 ("Expenses") and any late charges, interest or penalties due and owing as a result of Subtenant's failure to pay such Expenses when due.

5.2. Taxes and Assessments, Licenses, Permit Fees and Liens.

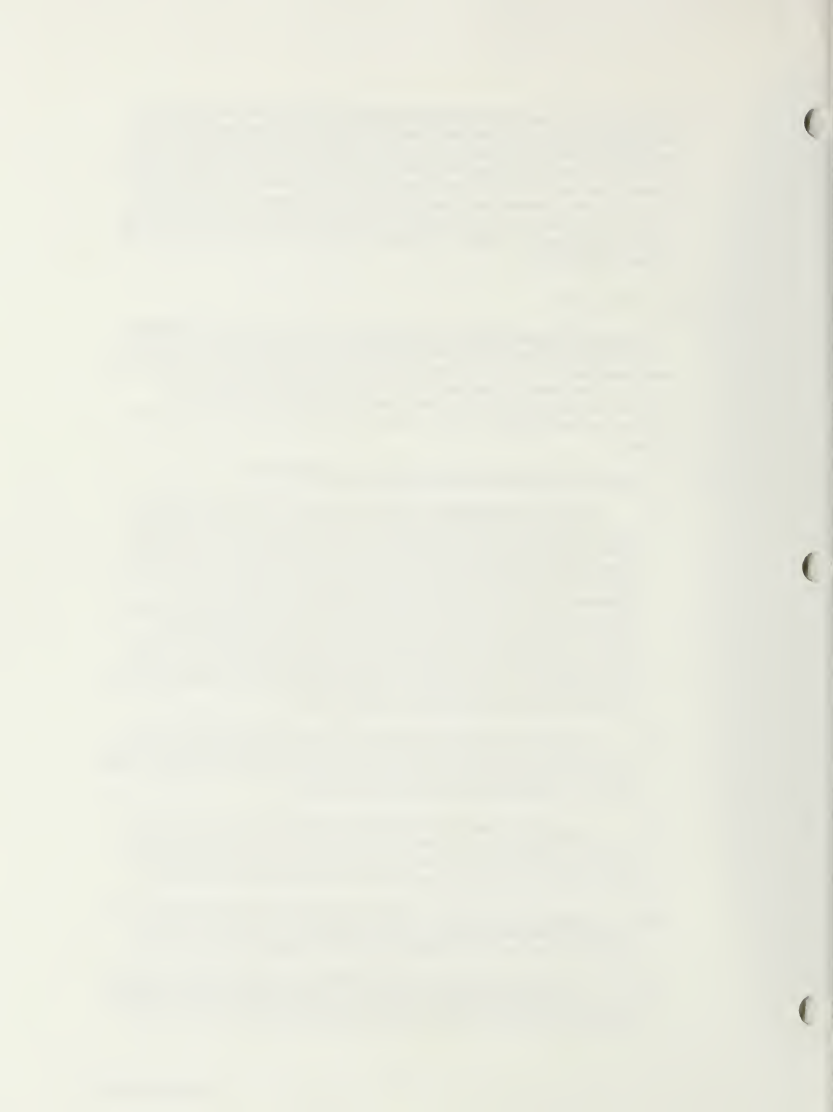
5.2.1. Payment Responsibility. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

5.2.2. Taxability of Possessory Interest. Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

5.2.3. No Liens. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

5.2.4. Reporting Information. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

5.2.5. Evidence of Payment. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or



other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

5.3. Utilities. Sublandlord shall provide to the Premises and Subtenant shall pay for the basic building utilities and services described in the attached Exhibit E. (the "Standard Utilities and Services"). Subtenant shall pay all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E. Subtenant shall further be responsible for paying all costs of maintaining and repairing such utilities as set forth in Exhibit E. Subtenant shall be responsible for furnishing, at its sole costs, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises.

5.4. Navy Cam Charges. Subtenant shall pay all amounts due and owing to the Master Landlord under the Master Lease, including any Common Area Maintenance Charges due thereunder ("Navy CAM Charges"). The current Navy CAM Charges for the Premises are \$574.64 per month and are due and payable on the first day of each month of the Term.

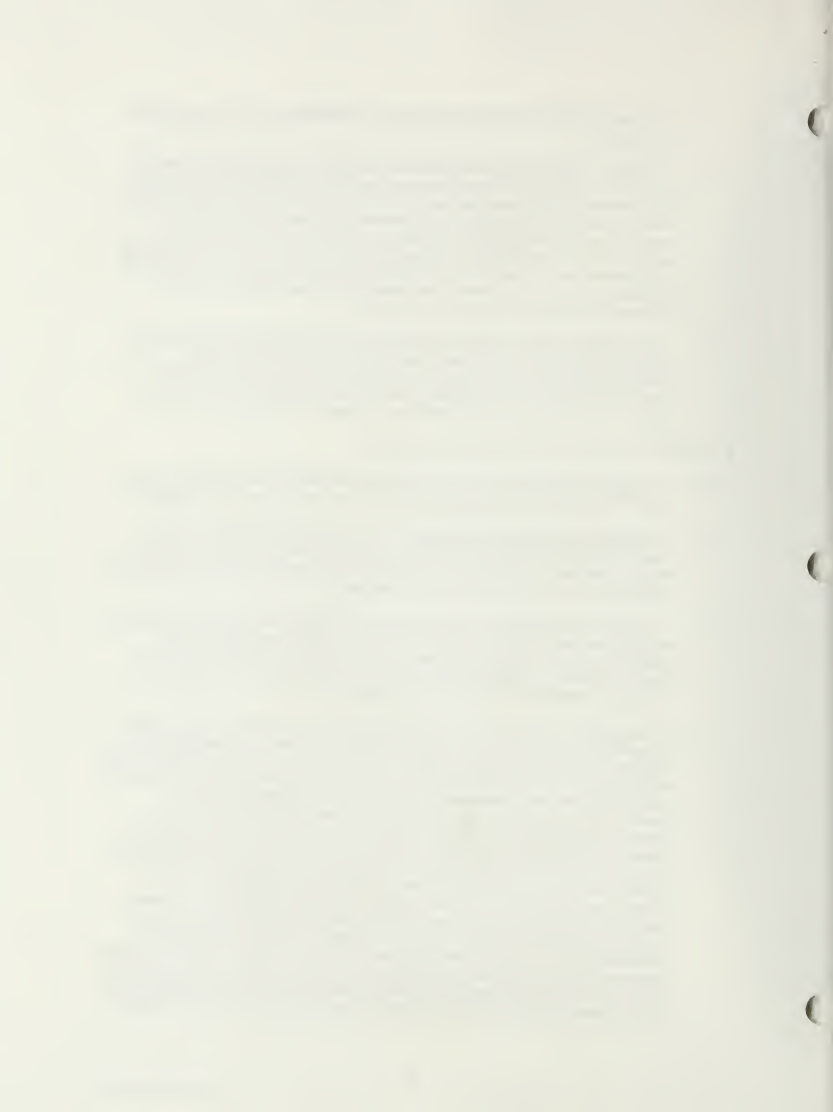
6. USE; COVENANTS TO PROTECT PREMISES

6.1. Subtenant's Permitted Use. Subtenant may use the Premises for the purposes of the Plan described on Exhibit C attached hereto, and for no other purpose.

6.2. Subtenant's Access to the Premises. As provided in Section [30] of the Master Lease, Subtenant will have access to the Premises on a 24-hour, seven-days-a-week basis, provided however that Subtenant shall coordinate such access with the local representative of Master Landlord.

6.3. Rules and Regulations. Subtenant agrees to adhere to all rules and regulations regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time and which are provided to Subtenant in advance of the enforcement thereof.

6.4. Easements. This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"), provided that, as provided in Section [29] of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the

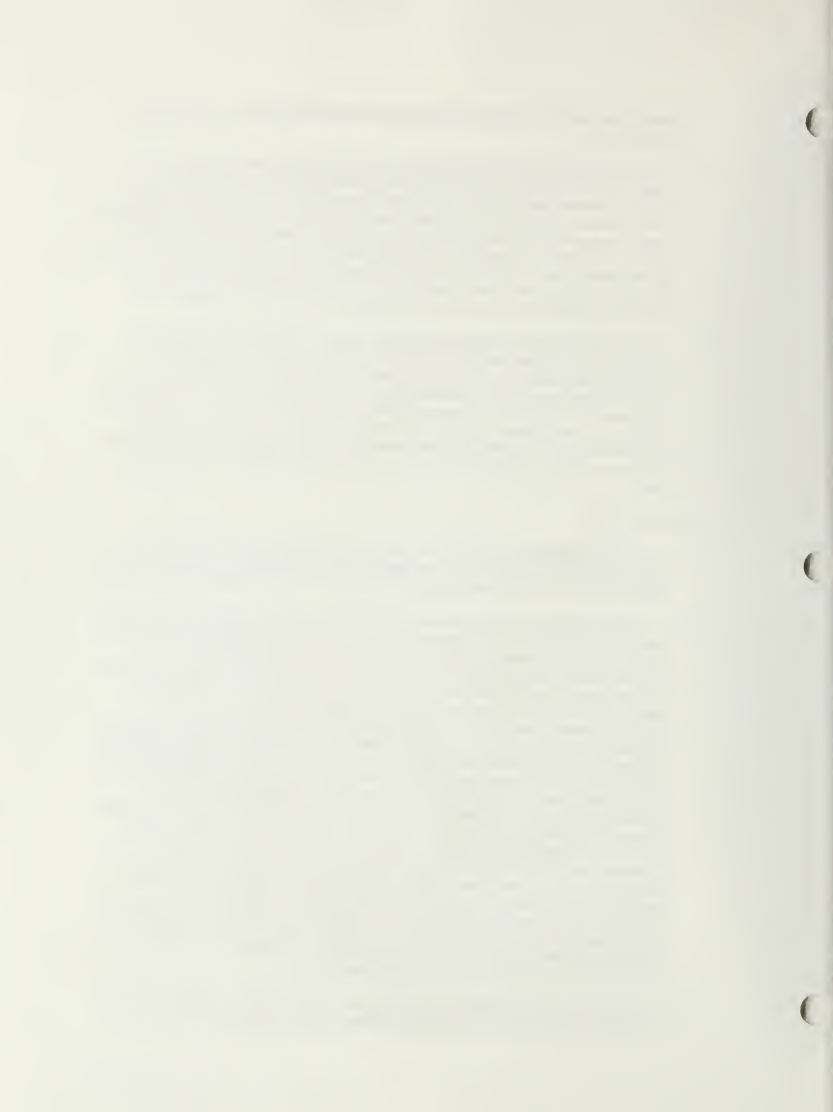


Premises as shall be necessary for the performance of their duties with regard to such facilities.

- 6.5. No Interference with Navy Operations. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over the Subtenant's use of the Premises in the event of any conflict, provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operations hereunder.
- 6.6. No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any unlawful offensive, noisy or hazardous use or any waste on or about the Premises ("Nuisances or Hazards"). Subtenant shall eliminate any Nuisances or Hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property, except as specifically provided in the Plan.

7. ALTERATIONS

- 7.1. Required Alterations. Prior to occupancy under this Sublease and as a material condition hereof, Subtenant shall make and complete the improvements to the Premises described on Exhibit F hereto (the "Required Alterations").
- 7.2. Other Alterations. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions in, to or about the Premises that would require the issuance of a building permit under applicable Laws ("Alterations"), other than the Required Alterations, without Sublandlord's prior written consent in each instance, which consent may be given or withheld in Sublandlord's sole and absolute discretion. Any Alterations, including the Required Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material changes from the plans and specifications approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of such construction at all times during normal business hours.
- 7.3. Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of

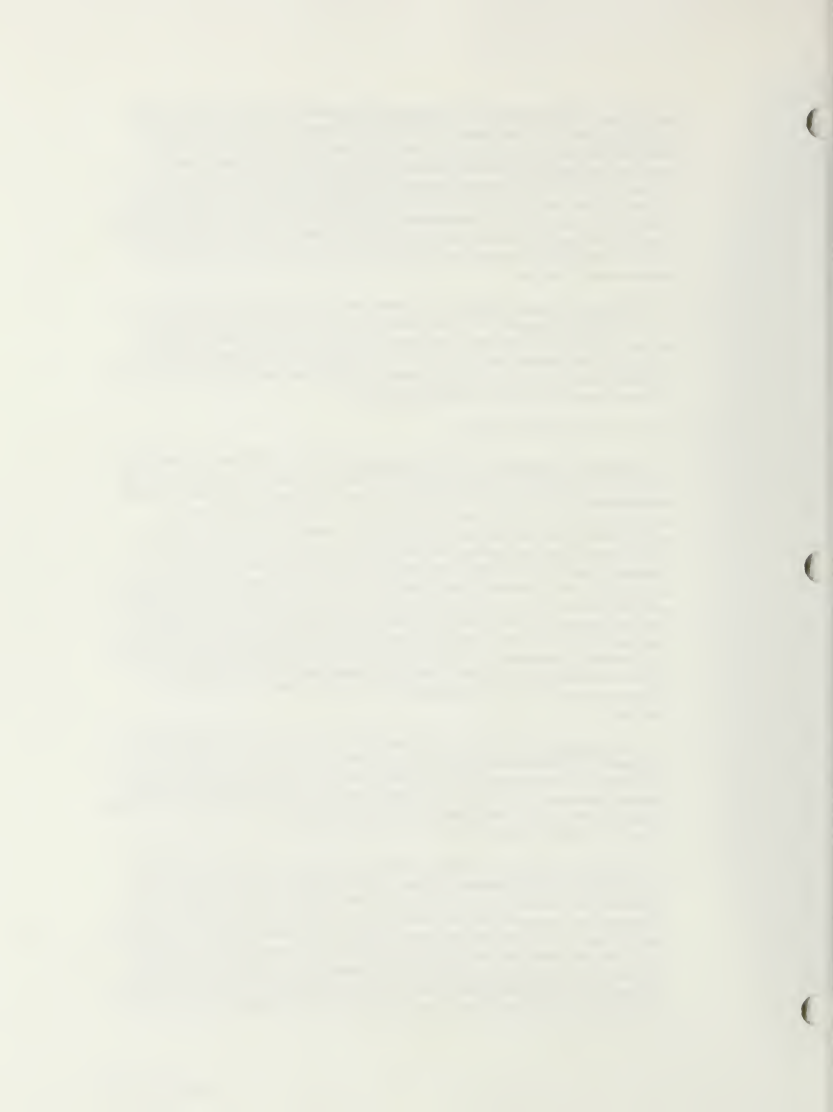


this Section 7 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations, other than the Required Alterations, from the Premises in accordance with the provisions of Section 18 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of this Section 7, requires as a condition to approval of any such Alterations that the Alterations remain on the Premises following the expiration or termination of this Sublease or unless Sublandlord as a condition of such approval reserves the right to elect by notice to Subtenant not less than sixty (60) days prior to the end of the Term to have such Alterations remain on the Premises.

- 7.4. Subtenant's Personal Property. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and may be removed by it subject to the provisions of Section 18 hereof.

8. REPAIRS AND MAINTENANCE

- 8.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.
- 8.2. Other maintenance Services. Without limiting any of its other obligations hereunder, Subtenant shall provide and perform, or cause to be provided and performed, at its sole cost, (i) reasonable janitorial services for the exterior and interior positions of the Premises, (ii) pest control services required within the Premises, keeping the Premises free of all pests at all times and (iii) the removal of trash and debris from the Premises on a regular basis.
- 8.3. No Right to Repair and Deduct. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of



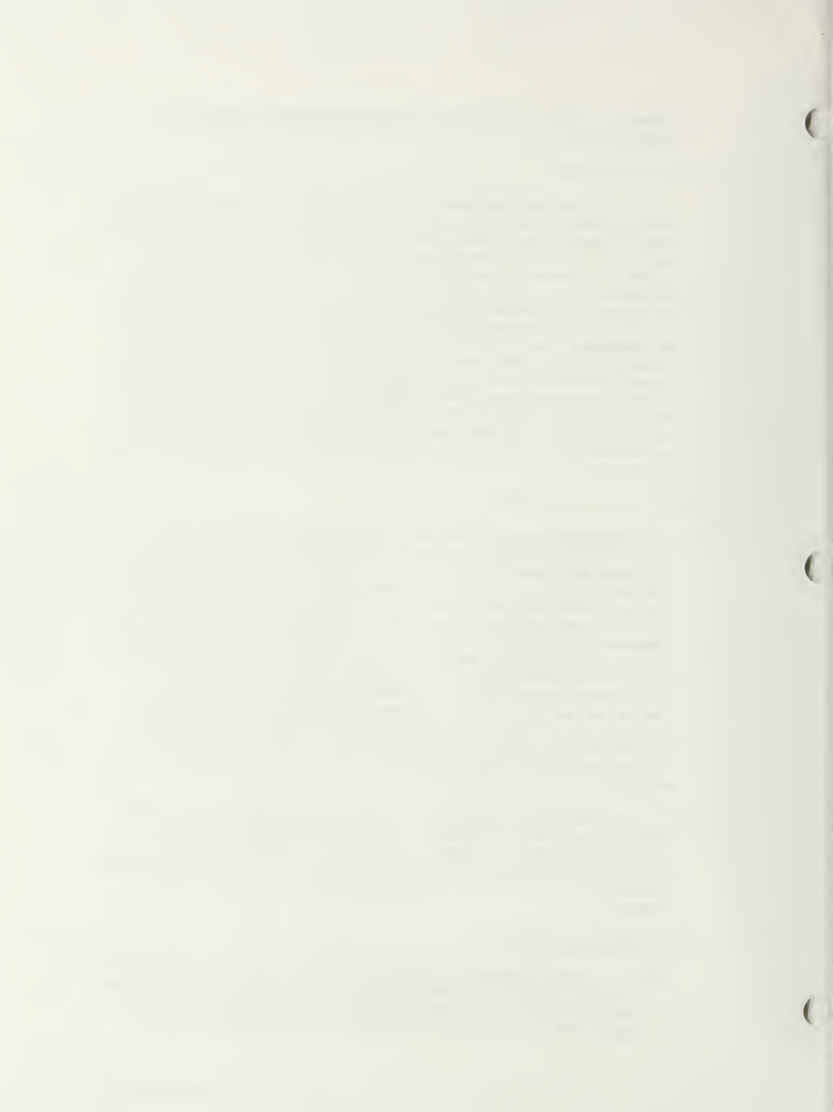
Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder.

9. MECHANICS LIENS

- 9.1. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

10. COMPLIANCE WITH LAWS

- 10.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary, related to Subtenant's use of the Premises. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below). No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.
- 10.2. Certificates of Occupancy. Without limiting the generality of Section 10.1 above, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Premises satisfies the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Premises.
- 10.3. Regulatory Approvals.
- 10.3.1. Responsible Party. Subtenant understands and agrees that Subtenant's use of the Premises and construction of Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely



responsible for obtaining any and all such regulatory approvals, including without limitation any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") the Sublandlord, including, but not limited to, its officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties") against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

- 10.4. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

11. ENCUMBRANCES

- 11.1. Encumbrance by Subtenant. Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed.

12. DAMAGE OR DESTRUCTION

- 12.1. Insured Damage or Destruction to the Premises. In the event of damage to or destruction of all or any portion of the Premises which materially adversely affects the intended use of such Premises ("Damage") by a casualty covered by the insurance required to be carried by Subtenant under Section 16 below (the "Required Insurance"), this Sublease shall continue and Subtenant shall, to the extent permitted under applicable Laws, at its sole cost and with reasonable

promptness and diligence, restore, repair, replace or rebuild those portions of the Premises so Damaged (the "Damaged Premises") as nearly as possible to the same condition, quality and class the Damaged Premises were in immediately before such casualty ("Repair"), provided however that, in the event applicable Laws prohibit the Repair of all or some portions of the Damaged Premises, the proceeds of the Required Insurance allocable to such Damaged Premises shall first be applied to satisfy any requirements related to such Damage under the Master Lease, and the remaining proceeds shall be paid to Sublandlord.

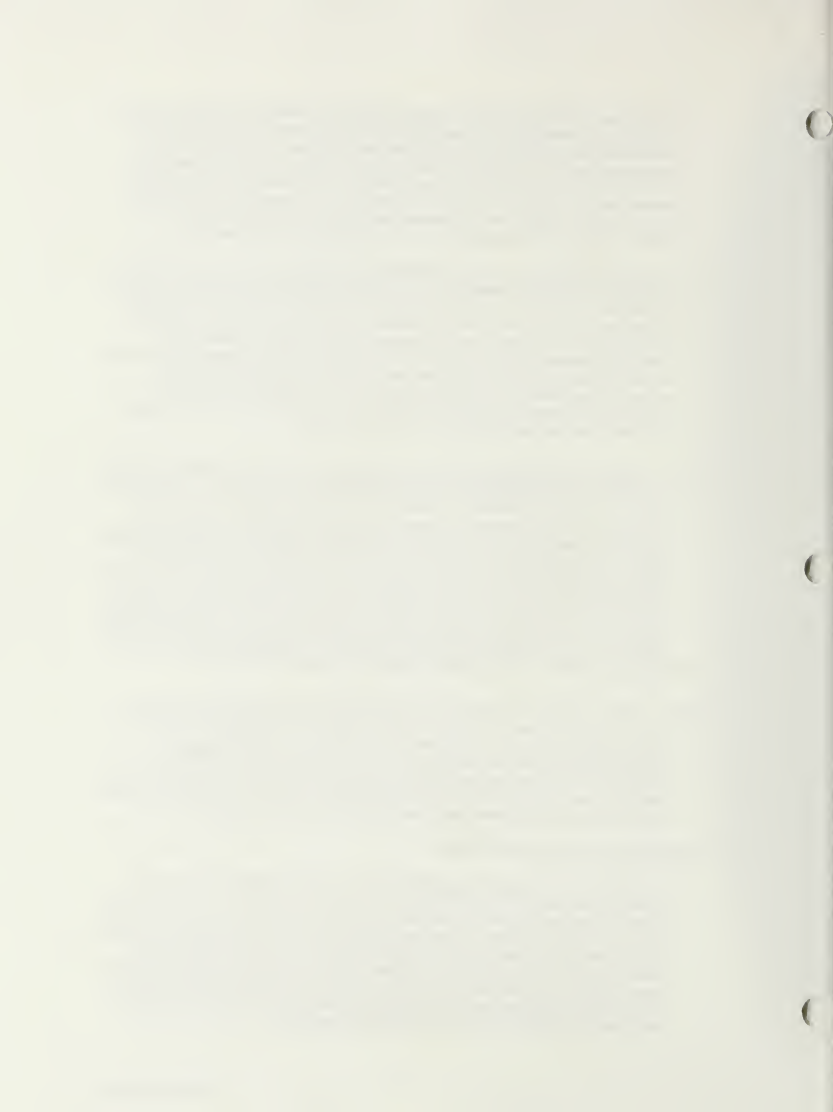
- 12.2. Uninsured Damage or Destruction to the Premises. In the event of Damage by earthquake or any other casualty, not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, and not covered by the Required Insurance, Subtenant may either, at its sole cost, promptly Repair the Damaged Premises or terminate this Sublease with respect to such Damaged Premises and surrender such Damaged Premises in accordance with any applicable requirements of the Master Lease and Section 18 of this Sublease, and, thereafter, both Parties shall be relieved of any liability for such termination or for repairing such damage. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of such a casualty.

- 12.3. Damage or Destruction Caused by Sublandlord. If any portion of the Premises is Damaged by the negligence or willful misconduct of Sublandlord, Sublandlord shall, to the extent permitted by applicable Laws, immediately and at its sole cost, Repair all such Damage and restore the Damaged Premises to its previous condition. If applicable Laws prohibit such Repair, Sublandlord shall use its best efforts to make available to Subtenant on the same terms and conditions contained in this Sublease an equal number of comparably clustered replacement units elsewhere on the Base (of comparable size and condition) as the number of such units which cannot be rebuilt or repaired under applicable Laws. The scope of Subtenant's responsibility for Damage or destruction caused by Subtenant, its Agents or Invitees, shall be governed by Subtenant's indemnity obligations under Section 15.2 below, and as otherwise provided under this Sublease.

- 12.4. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

13. ASSIGNMENT AND SUBLETTING

- 13.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or, except as specifically provided in the Plan, permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises, without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion.



- 13.2. Property Maintenance and Management Contracts. Contracts related to the provision of maintenance and property services to the Premises, such as the provision of those services described in Section 8 above, shall be subject to the prior written approval of the Sublandlord, which approval shall not be unreasonably withheld or delayed.

14. DEFAULT; REMEDIES

- 14.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

14.1.1. Expenses. Any failure to pay Expenses within ten (10) days after such sums are due;

14.1.2. Covenants Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease, provided Subtenant shall have a period of thirty (30) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 30-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 30-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord.

14.1.3. Vacation or Abandonment. Any abandonment of the Premises for more than fourteen (14) consecutive days; and

14.1.4. Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

14.1.5. Prohibited Use. Use of the Premises by Subtenant for any purposes other than the purposes described in the Plan.

- 14.2. Remedies. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

14.2.1. Terminate Sublease and Recover Damages. The rights and remedies provided by law California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

14.2.2. Appointment of Receiver. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the

THE
FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE DIRECTOR

SUBJECT: [Illegible]

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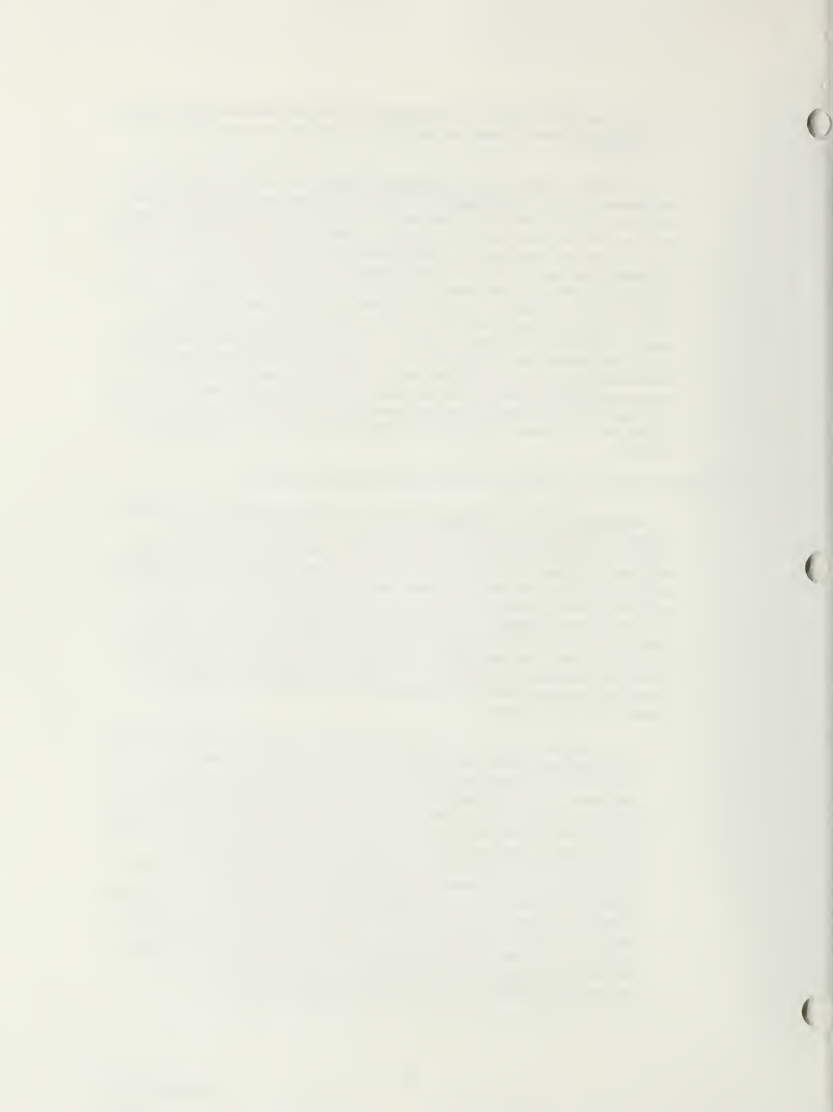
Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

- 14.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease and Subtenant has not commenced to cure such default within thirty (30) days, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

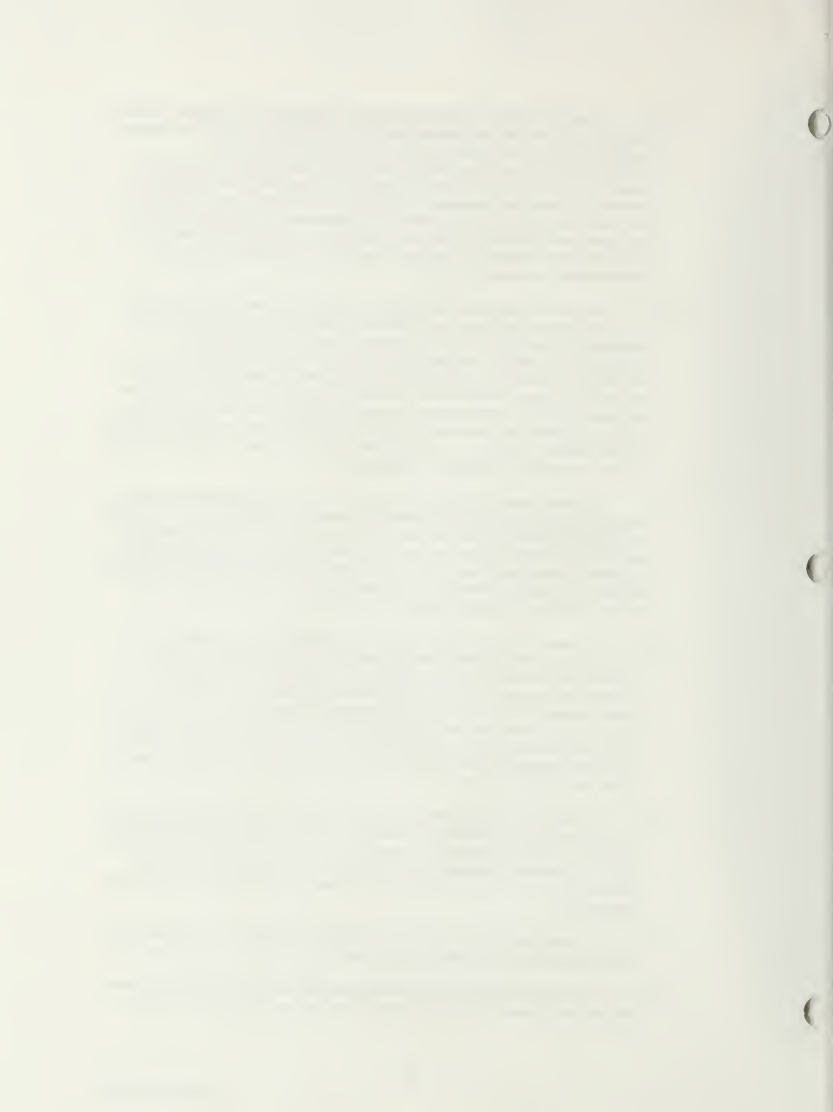
15. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

- 15.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Building due to an earthquake or subsidence, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 15.1.5 below). Without limiting the generality of the foregoing:

- 15.1.1. Subtenant expressly acknowledges and agrees that Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 15.1.5 below)



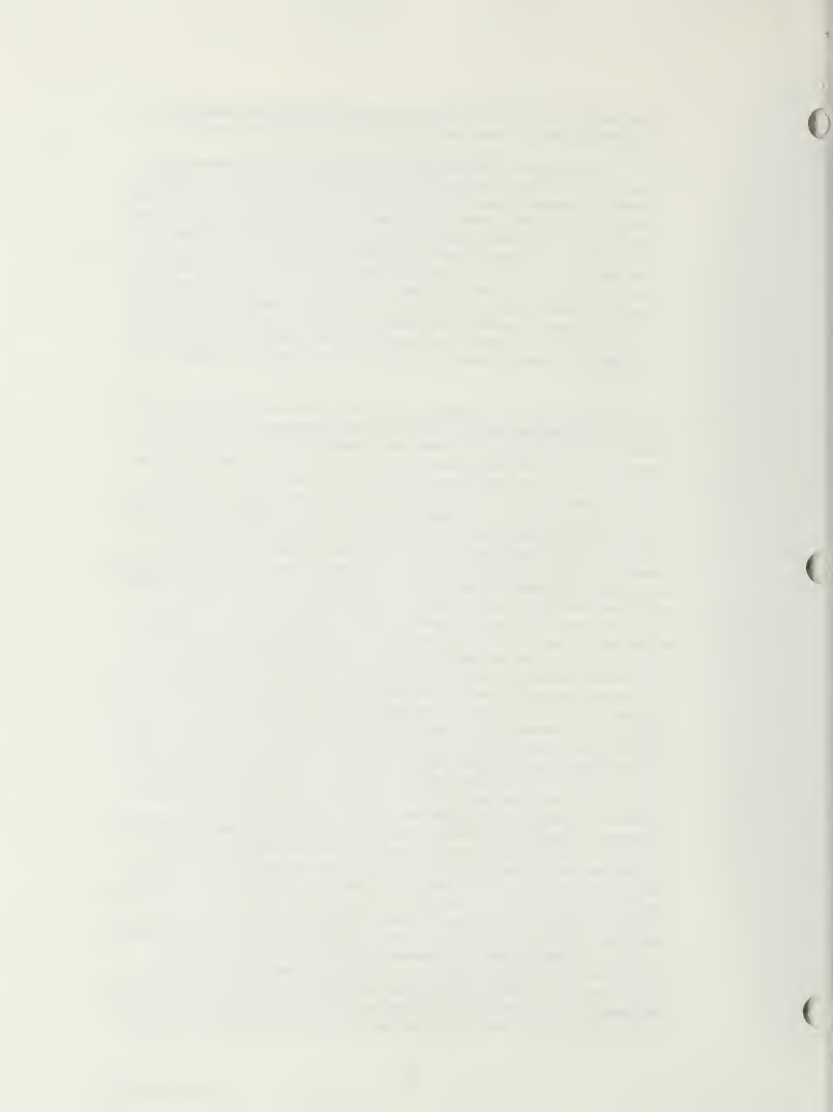
- 15.1.2. Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.
- 15.1.3. As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.
- 15.1.4. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.
- 15.1.5. Without limiting any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Indemnified Parties decision to Sublease the Premises to the Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.
- 15.1.6. Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 15.1.
- 15.1.7. In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.
- 15.1.8. Subtenant had made such investigation of the facts pertaining to these waivers and releases it deems necessary and assumes the risk of mistake



with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

15.1.9. In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor." Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

15.2. Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of buildings, structures or improvements located on the Base due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees, (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises, (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises, (f) any construction or other work undertaken by Subtenant on or about the Premises whether before or during the Term of this Sublease; or (g) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, or of any trespassers, in, on or about the Premises or any Alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties. Notwithstanding the foregoing, Subtenant's obligations to indemnify the Indemnified Parties under this Section 15.2 shall remain in full force and effect regardless of whether or not the Indemnified Parties' decision to Sublease the Premises to the Subtenant, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant



by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to Section 12 above, Subtenant shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty not caused by Subtenant.

- 15.3. Master Landlord's Section 330 Environmental Indemnity. The Parties hereby acknowledge and agree that, pursuant to Section 330 of Public Law 102-484, as amended, Master Landlord shall hold harmless, defend and indemnify (the "Section 330 Indemnity") the Authority and Subtenant from and against any suit, claim, demand, action, liability, judgment, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum product, or petroleum derivative from or on the Premises as a result of Department of Defense activities at the Base.

16. INSURANCE

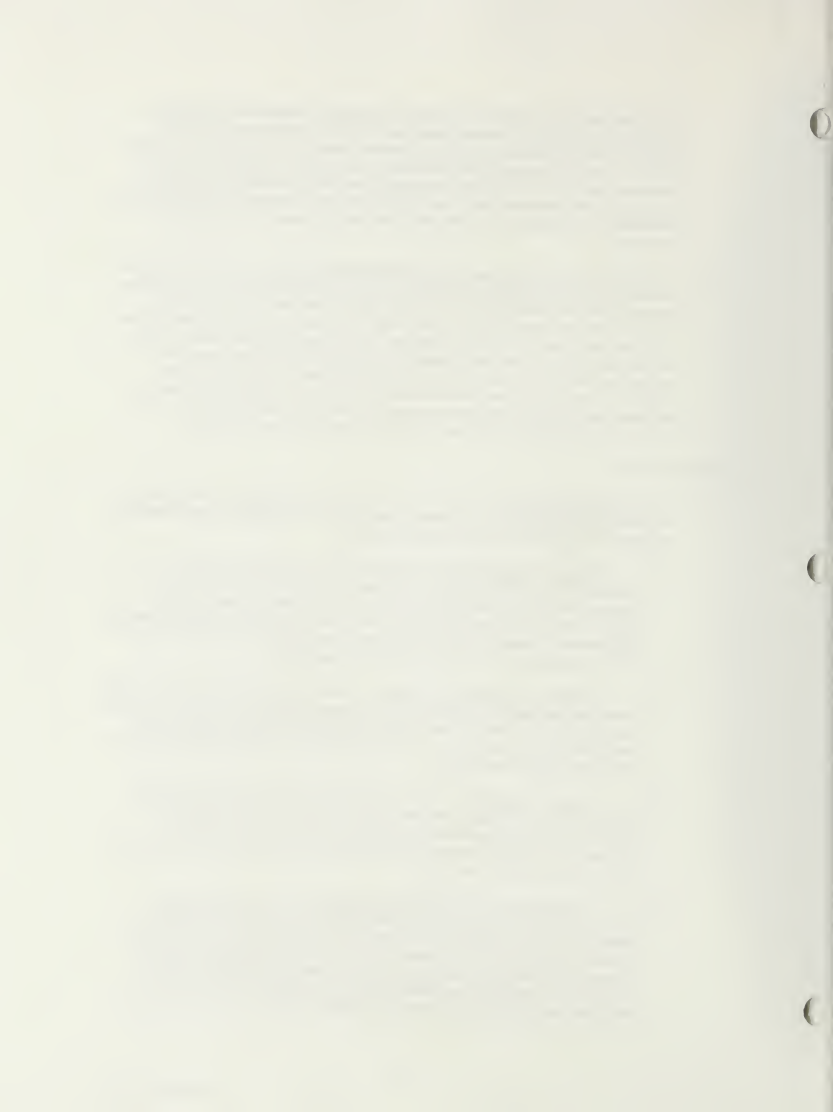
- 16.1. Subtenant's Insurance. Subtenant shall procure and maintain throughout the Term of this Agreement for the mutual benefit of the Sublandlord and Subtenant, and pay the cost thereof, the following insurance:

16.1.1. Builder's Risk Insurance. Builder's risk insurance on an ISO "all-risk" form, and including the Sublandlord as named insured as its interests may appear, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of the Premises, including coverage off-site and in transit for all materials to be incorporated to the Premises, with any deductible not to exceed \$25,000 each loss.

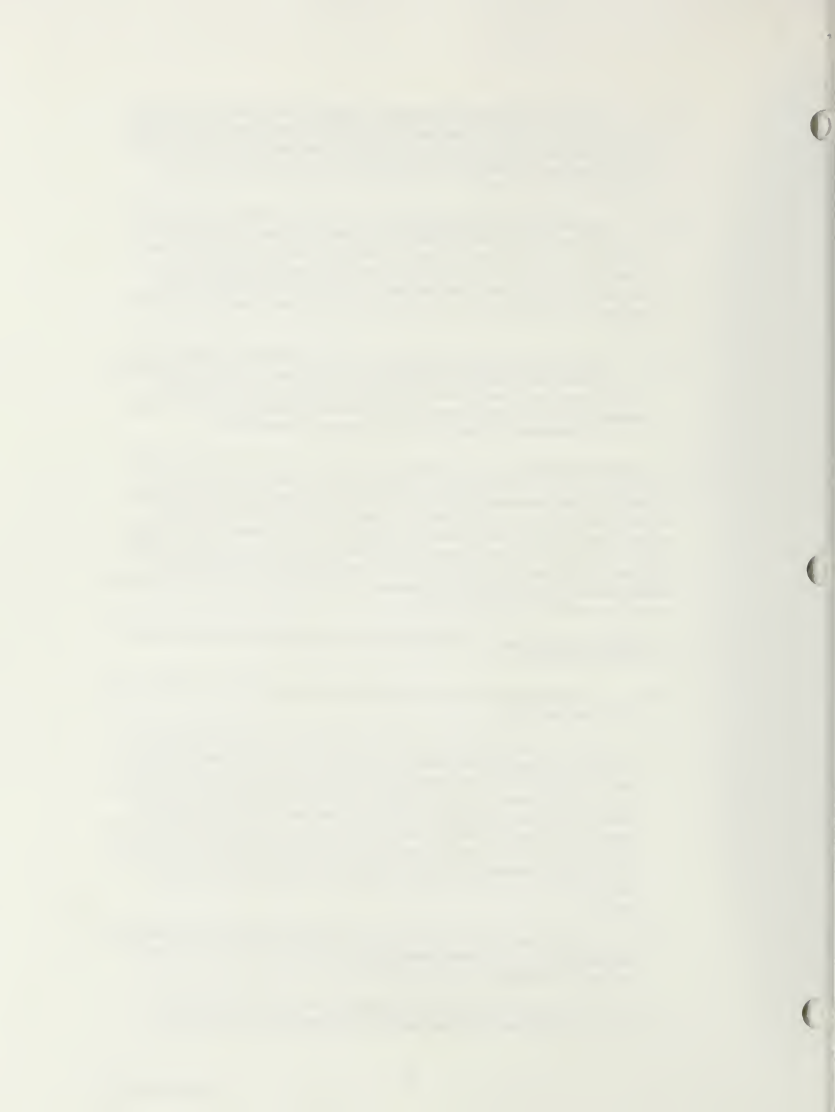
16.1.2. Professional Liability Insurance. Professional Liability insurance with limits not less than \$1,000,000 each claim and aggregate, including coverage for negligent acts, errors or omissions arising out of professional services performed under this Sublease, including the Plan, with any deductible not to exceed \$25,000 each claim.

16.1.3. Property Insurance. Property insurance on an ISO Causes-of-Loss special form, excluding earthquake and flood for one hundred percent (100%) of the replacement value of the Premises, and including the Sublandlord as named insured as its interests may appear, with a deductible not to exceed \$50,000 each loss.

16.1.4. Commercial General Liability Insurance. Commercial General Liability insurance, including without limitation, Contractual Liability, Personal Injury, Broadform Property Damage, Independent Contractors, Explosion-Collapse-Underground (XCU), and Products and Completed Operations insurance, in an amount not less than \$2,000,000 combined single limit. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CG-00-01-11-88.



- 16.1.5. Workers Compensation Insurance. Worker's compensation insurance with employer's liability insurance covering all persons employed and with respect to whom death or bodily injury claims that could be asserted against the Sublandlord, Subtenant, or the Premises in an amount not less than \$5,000,000 each accident.
- 16.1.6. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, if Subtenant uses or causes to be used automobiles in connection with its use of the Premises. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CA-00-01-06-92.
- 16.1.7. Watercraft and Aircraft Insurance. Should Subtenant operate or cause to be operated any aircraft or watercraft in performance of its activities under this Sublease, insurance for such operations, in amount, form and with insurers reasonably satisfactory to the Sublandlord, shall be obtained, paid for, and maintained by Subtenant throughout such operations.
- 16.2. General Requirements. All insurance provided for under this Sublease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by the Sublandlord. Should any of the required insurance be provided under a claims-made form, Subtenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Sublease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Sublease, such claims shall be covered by such claims-made policies.
- 16.3. Required Endorsements. All liability insurance policies shall be endorsed to provide the following:
- 16.3.1. That all such policies cover the Sublandlord and Master Landlord as an additional insureds.
- 16.3.2. That all such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Sublease and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.
- 16.3.3. That all such policies shall include coverage for liability assumed under this Sublease as an "insured contract" for the performance of Subtenant's indemnity obligations under this Sublease.
- 16.3.4. All such policies shall be endorsed to provide thirty (30) days' advance written notice to Sublandlord of cancellation, non-renewal or



reduction in coverage, mailed to the address(es) for Sublandlord set forth in Section 20.1 below.

- 16.4. Certificates. Subtenant shall deliver to Sublandlord certificates of insurance in form and with insurers satisfactory to Sublandlord, evidencing the coverages required hereunder, on or before the Commencement Date, and Subtenant shall provide Sublandlord with certificates thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event Subtenant shall fail to procure such insurance, or deliver such certificates, Sublandlord may, at its option, procure the same for the account of Subtenant, and the cost thereof shall be paid to Sublandlord within five (5) days after delivery to Subtenant of bills therefor.
- 16.5. No Limitation on Indemnities. Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.
- 16.6. Lapse of Insurance. Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in the Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.
- 16.7. Subtenant's Personal Property. Subtenant shall be responsible, at its expense, for separately insuring Subtenant's Personal Property.
- 16.8. Waiver of Subrogation. Sublandlord and Subtenant each hereby waive any right of recovery against the other party maintaining a policy of property insurance covering the Premises and their contents, or any portion thereof, for any loss or damage sustained by such other party with respect to the Premises, or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, but only to the extent such loss or damage is actually covered by such insurance.

17. ACCESS BY SUBLANDLORD

17.1. Access to Premises by Sublandlord.

- 17.1.1. General Access. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.
- 17.1.2. Emergency Access. In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

17.2. No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting from the negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

17.3. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

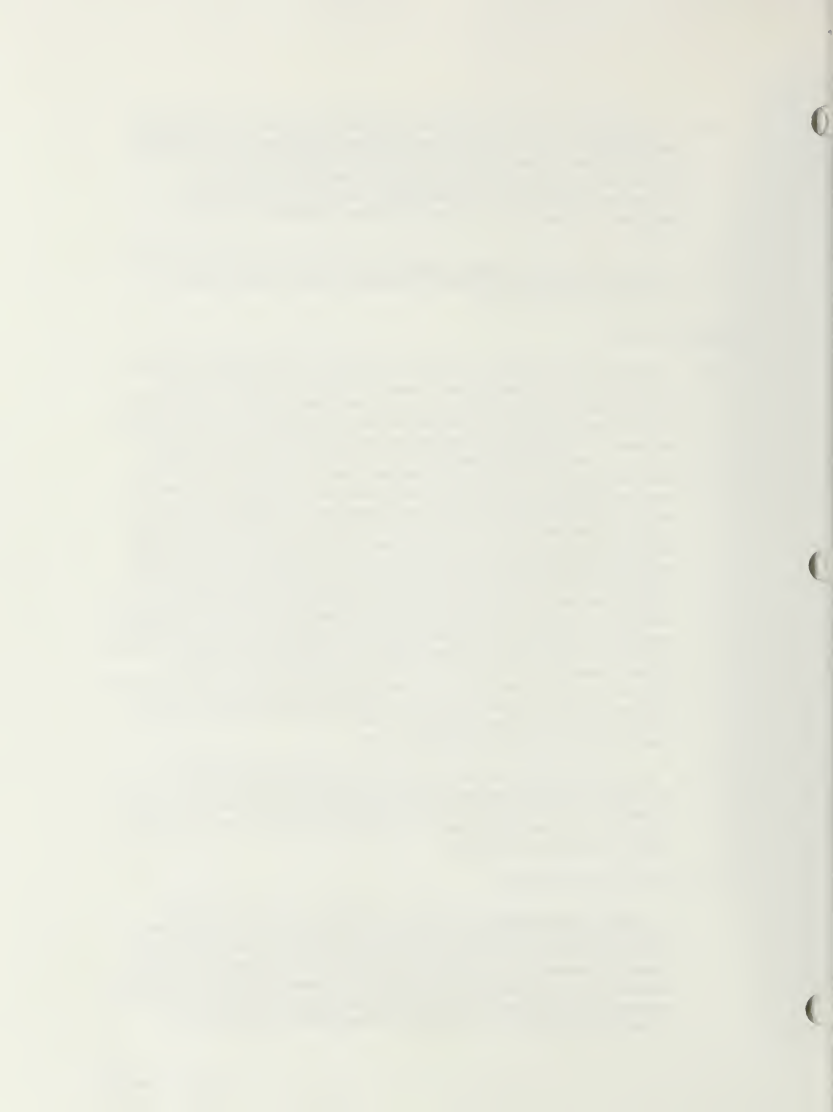
18. SURRENDER

18.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for the Required Alterations and any other Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 6.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

18.2. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises.

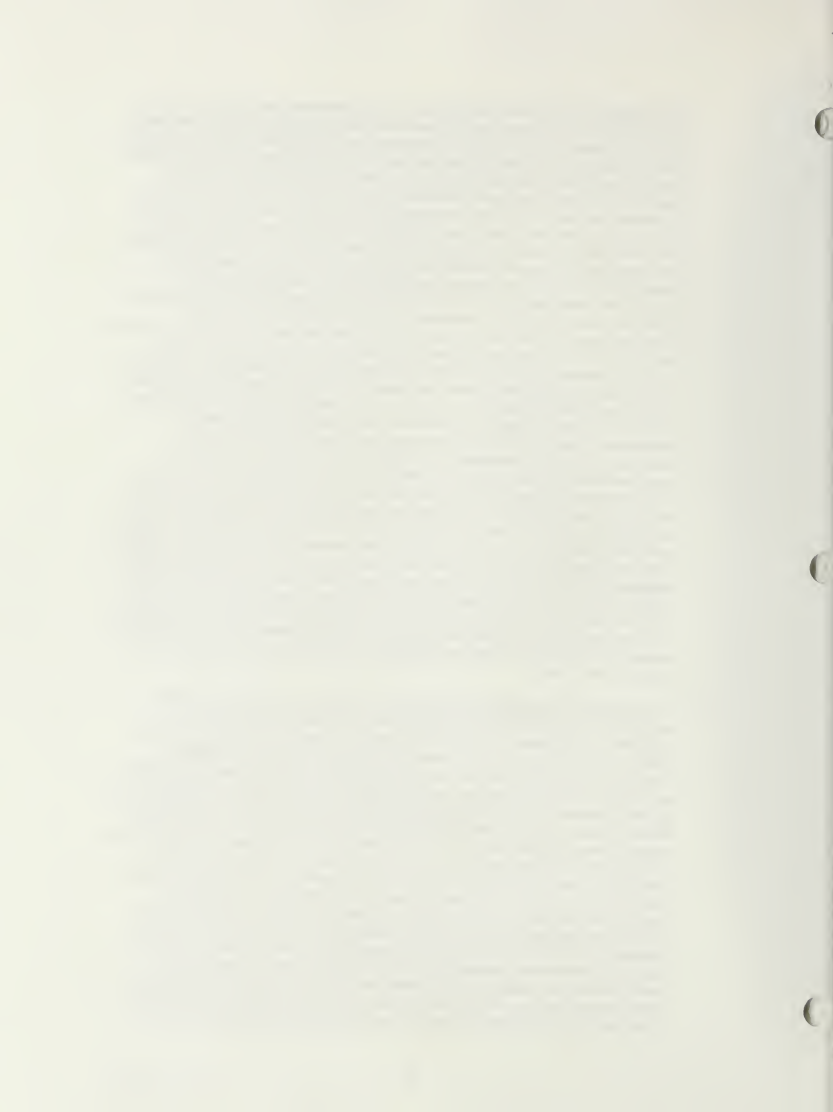
19. HAZARDOUS MATERIALS

19.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the



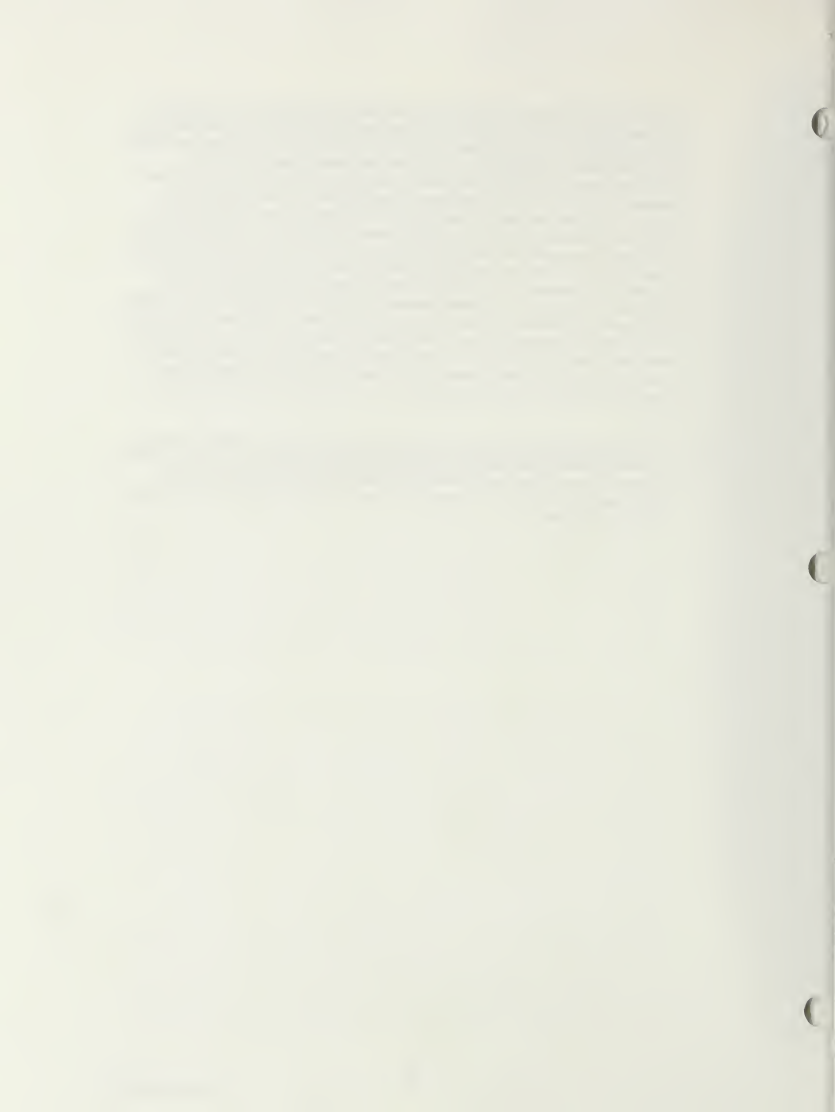
Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Without limiting the foregoing, Subtenant acknowledges and agrees that it shall be bound by and will comply with the environmental protection provisions provided for in Section 13 of the Master Lease. Notwithstanding the foregoing, Subtenant may reasonably use those Hazardous Materials related to the normal maintenance an operation of residential facilities described on Exhibit G attached hereto in accordance with all applicable Laws.

- 19.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 19.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 15.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against all any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims")



arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

- 19.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease.



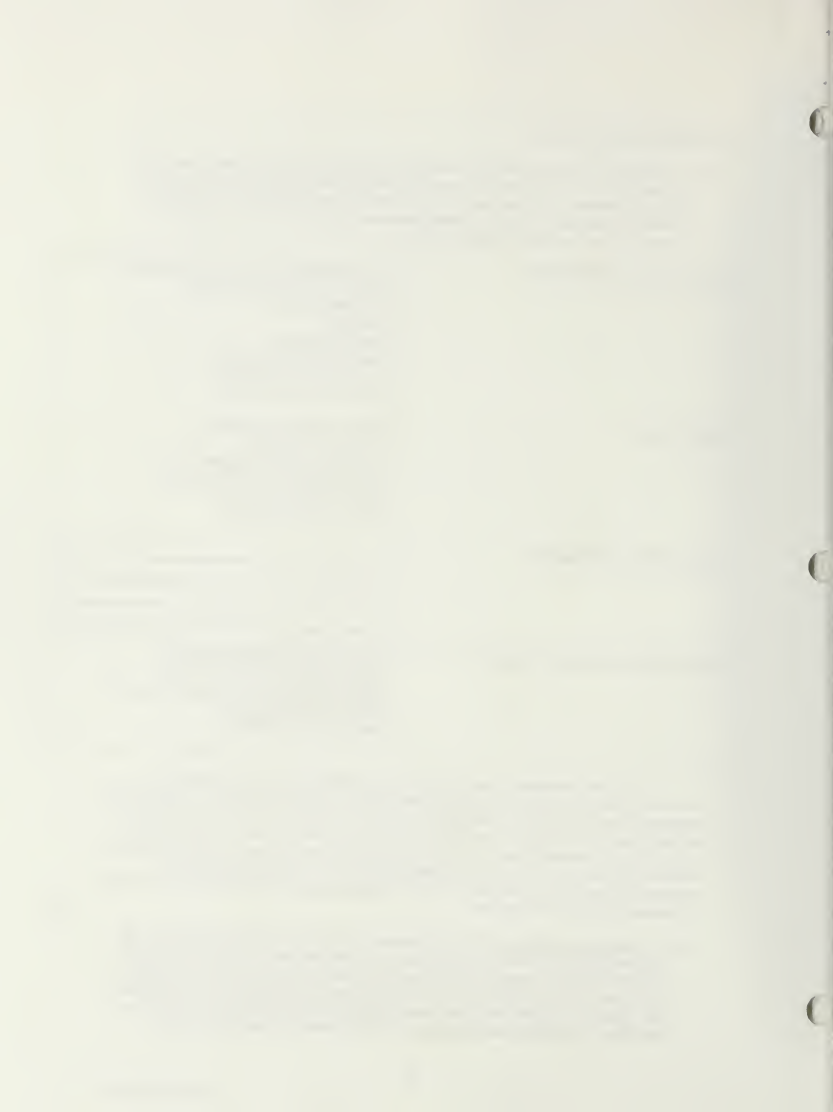
20. GENERAL PROVISIONS

- 20.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid as follows:

Notice Address of Sublandlord:	Treasure Island Development Authority Treasure island Project Office 410 Palm Avenue Building 1 Treasure Island San Francisco, CA 94130 Attn: Executive Director Fax No.: 415-274-0299
With a copy to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4682 Attn: Michael S. Cohen Fax No.: 415-554-4755
Notice Address of Subtenant:	<hr/> <hr/> <hr/> <hr/>
Notice Address of Master Landlord:	Commanding Officer (Code 24) Engineering Field Activity West Naval Facilities Engineering Command 900 Commodore Drive San Bruno, CA 94066

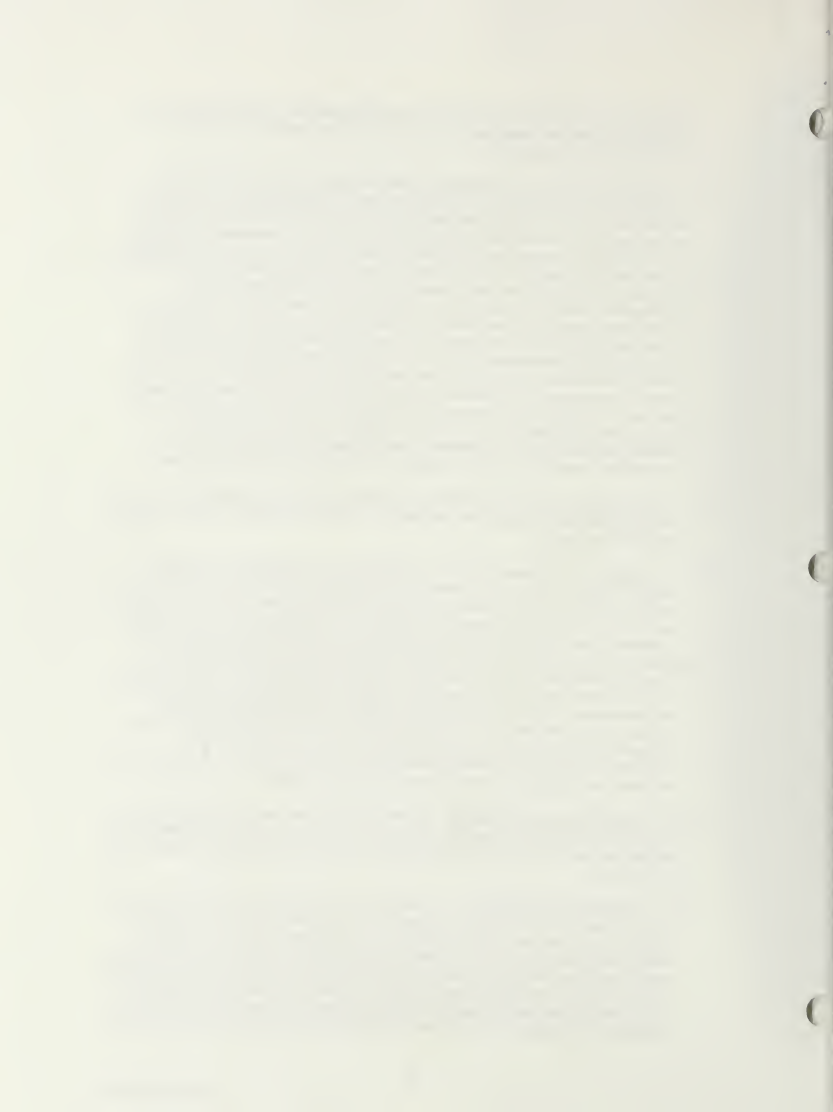
Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 20.1 and applicable Laws, shall be deemed receipt of such notice.

- 20.2. Estoppel Certificates. Upon Sublandlord's request, Subtenant shall execute, acknowledge and deliver to Sublandlord, or such persons or entities designated by Sublandlord, a statement in writing certifying: (a) the Commencement Date and Term of this Sublease, (b) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease is in full force and effect as modified and stating the modifications), (c) that there are no



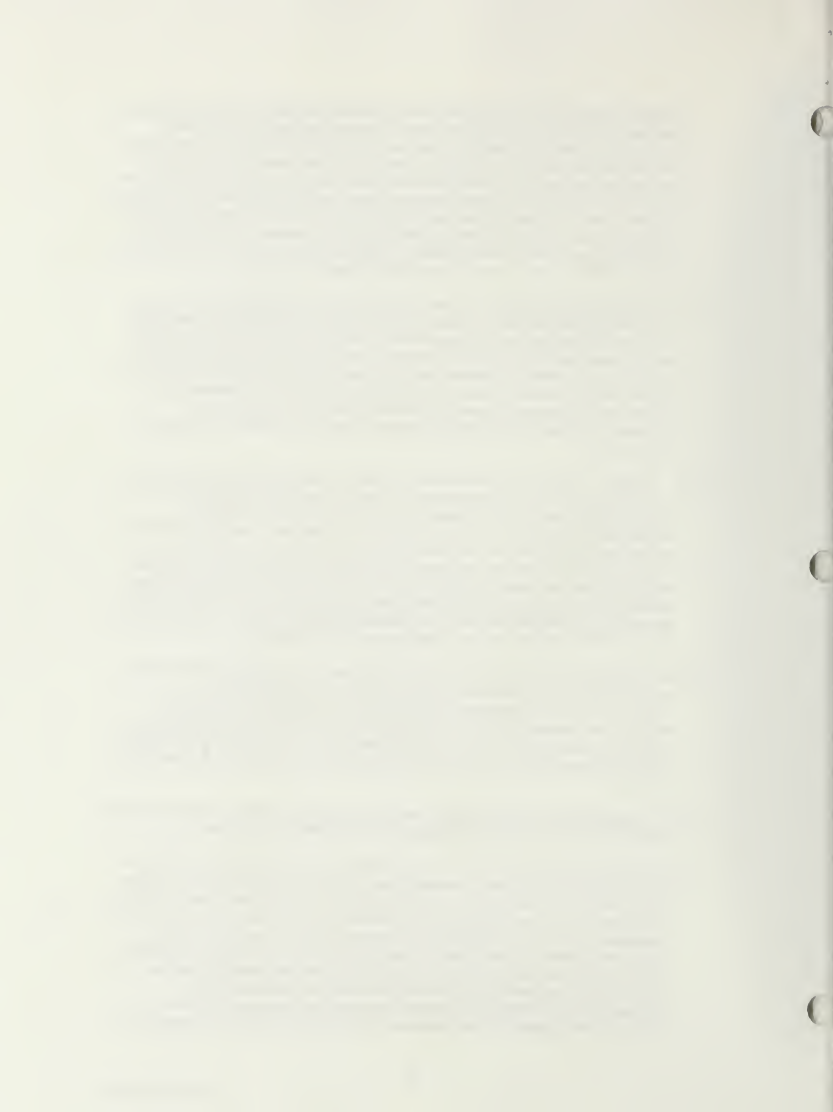
defaults under this Sublease (or if so, specifying the same), (d) the dates, if any, to which the Rent has been paid, and (e) any other information reasonably required by the Sublandlord.

- 20.3. No Implied Waiver. No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach of this Sublease, irrespective of the length of time for which such failure continues, no acceptance of partial non-performance during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the non-performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of default or the non-performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or non-performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.
- 20.4. Amendments. Neither this Sublease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.
- 20.5. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosure set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.
- 20.6. Joint and Several Obligations. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.
- 20.7. Interpretation of Sublease. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days



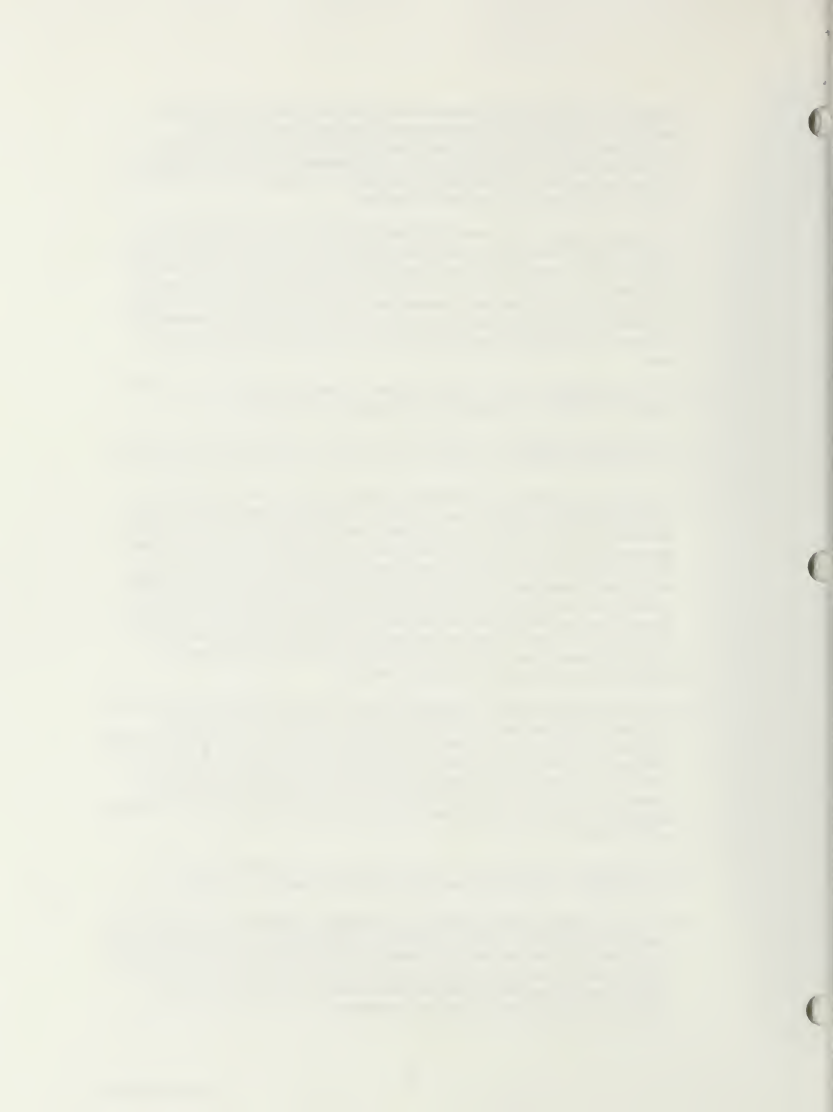
shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

- 20.8. Successors and Assigns. Subject to the provisions of Section 13, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.
- 20.9. Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.
- 20.10. Severability. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.
- 20.11. Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.
- 20.12. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set



forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein. Notwithstanding the foregoing, the Parties shall make a good faith effort to negotiate mutually acceptable changes to this Sublease, if any, within ninety (90) days of the date hereof, provided however, that such changes, if any, shall be subject to the approval of the Master Landlord.

- 20.13. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.
- 20.14. Time of Essence. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.
- 20.15. Cumulative Remedies. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.
- 20.16. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.
- 20.17. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.
- 20.18. Recording. Subtenant agrees that it shall not record this Sublease or any memorandum or short form hereof in the official records of any county.
- 20.19. Non-Liability of Indemnified Parties', officials, employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Agreement.



- 20.20. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.
- 20.21. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 20.22. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord

21. SPECIAL CITY PROVISIONS

- 21.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.
- 21.2. Public Transit Information. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.
- 21.3. Non-Discrimination.
- 21.3.1. Covenant Not to Discriminate. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.
- 21.3.2. Sub-subleases and Other Subcontracts. Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in substantially the form of subsection 21.3.1 above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.

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11. The eleventh part of the document is a list of names and addresses of the members of the committee.

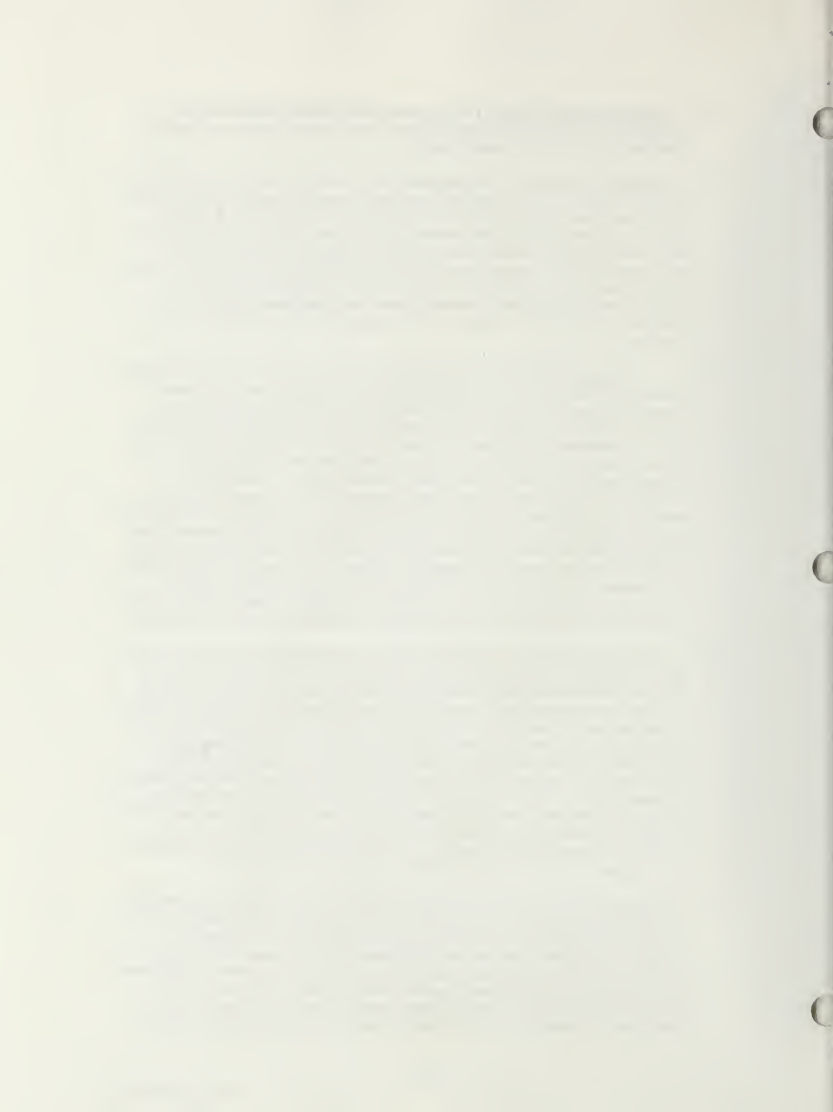
12. The twelfth part of the document is a list of names and addresses of the members of the committee.

13. The thirteenth part of the document is a list of names and addresses of the members of the committee.

14. The fourteenth part of the document is a list of names and addresses of the members of the committee.

- 21.3.3. Non-Discrimination in Benefits. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC").
- 21.3.4. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.
- 21.4. No Relocation Assistance; Waiver of Claims. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated or expires by its own terms, and Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Sublease with respect to a Taking.
- 21.5. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

- 21.6. Tropical Hardwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.
- 21.7. Conflicts of Interest. Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.
- 21.8. Burma (Myanmar) Business Prohibition. Subtenant is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in Section 12J.2(G) of the San Francisco Administrative Code. Sublandlord reserves the right to terminate this Sublease for default if Subtenant violates the terms of this clause. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Subtenant to comply with any of its requirements shall be deemed a material breach of this Sublease. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit under this Sublease, or 10% of the total amount of the Sublease, or \$1,000, whichever is greatest. Subtenant acknowledges and agrees the liquidated damages assessed shall be payable to the City upon demand and may be setoff against any moneys due to the Subtenant from this Sublease.
- 21.9. Prevailing Wages for Construction Work. Subtenant agrees that any person performing labor in the construction of Alterations under this Sublease shall be paid not less than the highest prevailing rate of wages and that Subtenant shall include in any contract for construction of such improvements a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant further agrees that, as to the construction of such improvements under this Sublease, Subtenant shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Sections 6.33 through 6.45 of the San Francisco Administrative Code that relate to payment of prevailing wages. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Alterations.
- 21.10. Prohibition of Tobacco Advertising. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City or the Authority, including the Premises. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or other tobacco products or the name of any cigarette or other tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state; local or nonprofit entity designed to communicate the health hazards of



cigarettes and other tobacco products or to encourage people not to smoke or to stop smoking.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:

NORTH AMERICAN FAMILY
INSTITUTE, INC.,
a Massachusetts corporation

By: _____

Its: _____

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____

Its: _____

Approved as to Form:

Deputy City Attorney



Exhibit A

LEASE

BETWEEN

THE UNITED STATES OF AMERICA

AND

TREASURE ISLAND DEVELOPMENT AUTHORITY

FOR

TREASURE ISLAND HOUSING

NAVAL STATION TREASURE ISLAND

100-1000

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Exhibit B

HOUSING LEASE -
DELANCY STREET

EXHIBIT A
23 NOVEMBER 1998



LEGEND

LEASED AREA



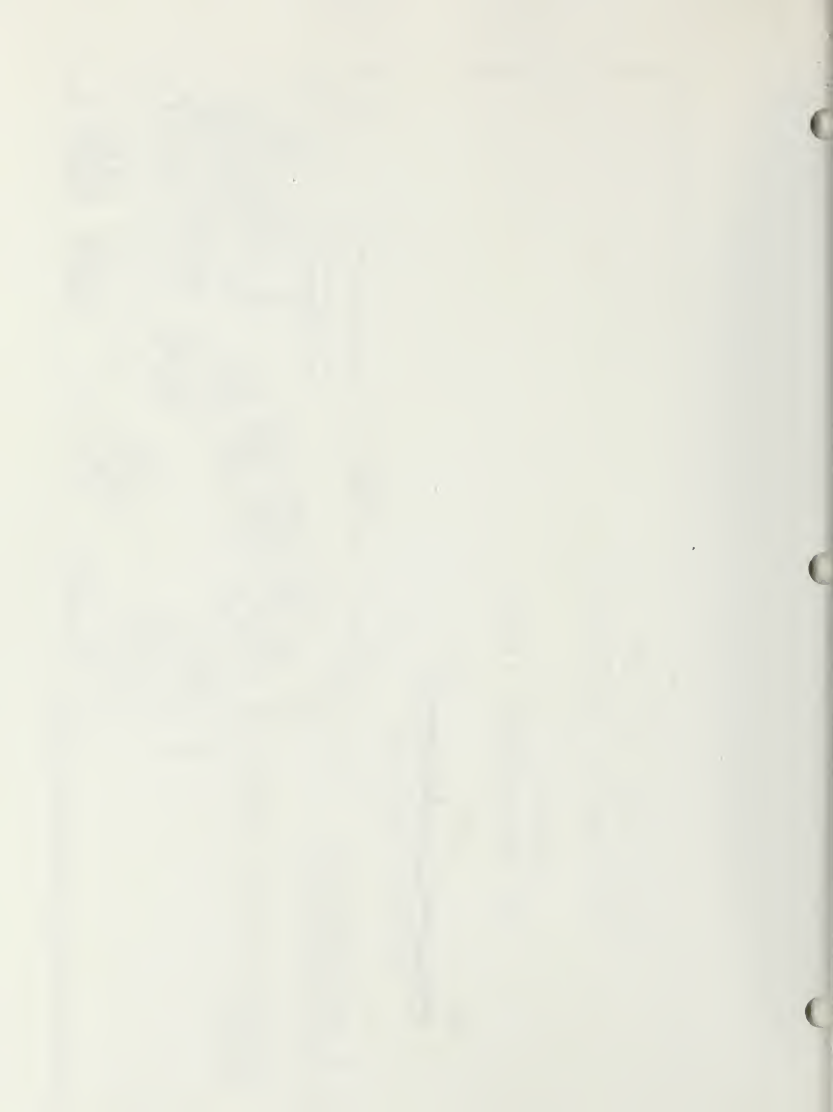


Exhibit C

Program Design

1. Introduction

North American Family Institute Inc. (NAFI) is pleased to submit this proposal to operate the San Francisco Life Learning Residential Center for Girls. The Life Learning Center is a long-term, intensive, and highly structured residential facility that will serve thirty court-adjudicated girls. At the Life Learning Center, NAFI will collaborate closely with the Delancey Street Foundation, and with the City and County staff, to develop an integrated service model that will help the young women to make the successful transition back to the community and to build productive lives as adults.

As in all of its residential programs, NAFI will utilize the Normative Model, which is very similar in philosophy and operation to the Delancey Street model. This similarity of approach will prove invaluable in developing an effective, integrated program. NAFI will also collaborate closely with the City and County Probation Officer and Mentoring staff to develop an atmosphere in which peer leadership, mutual respect, and positive skill-building can take place. NAFI will be pleased to participate in the evaluation conducted by the National Council on Crime and Delinquency.

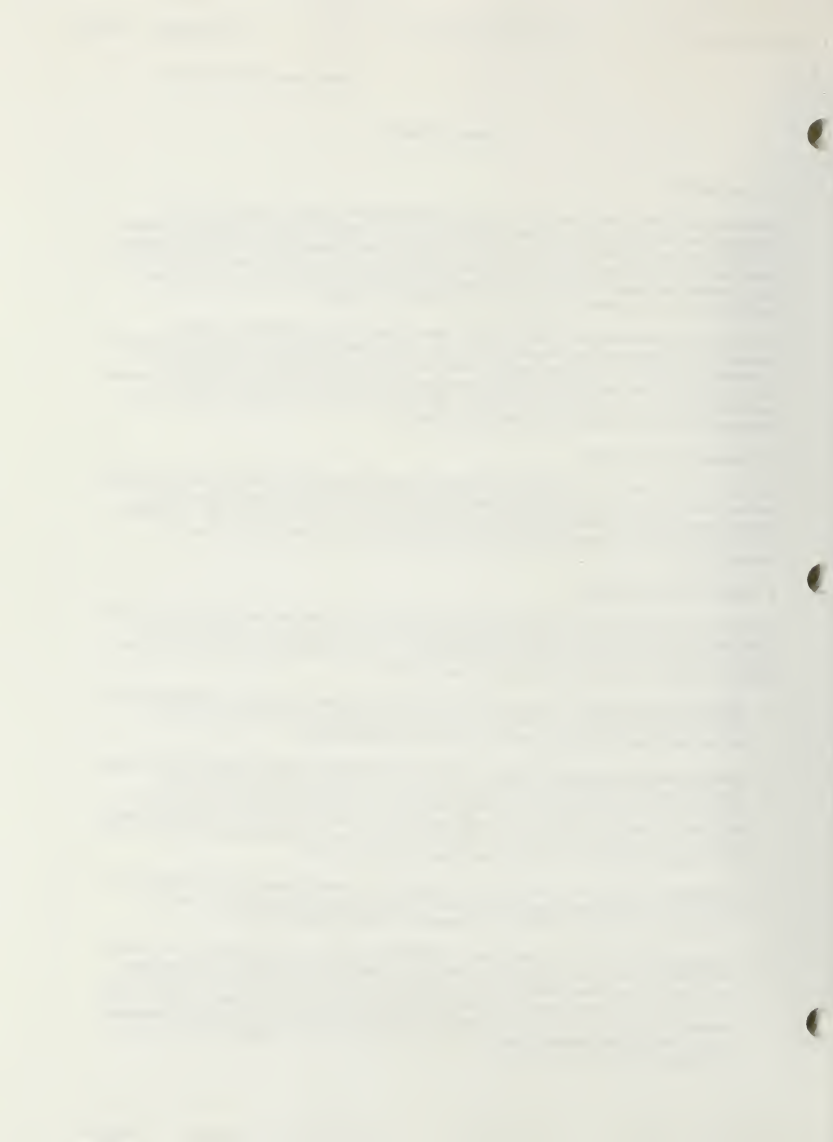
2. Residential Programming

NAFI will provide a structured, supportive environment at the Life Learning Center during after-school and weekend hours. Youth will be involved in a wide range of activities, including vocational, group and individual counseling, and recreational services, designed to help them build positive skills. In addition, NAFI will also provide structured programming during daytime hours for those youth who are not attending school.

3. Gender-Specific Services

The Center will develop and offer gender-appropriate groups and curricula which will focus on key issues of relevance to young women, including domestic abuse/battering, sexual abuse, self-esteem, self-destructive behavior, family intervention and health issues. Youth will be encouraged to suggest topics that are of interest or concern to them. Examples will include:

1. Women's Health Issues - This group will include health education including but not limited to HIV, AIDS, sexually transmitted diseases, birth control, prenatal health, and other health issues of concern to adolescent females, such as nutrition and eating disorders.
2. Individual and Group Abuse Services - Girls with histories of experiencing various types of abuse (physical, sexual, drug/alcohol) will receive services in the modality that is considered most appropriate. This will also be true for those young women with histories of engaging in abusive behaviors themselves. Special attention will be paid to body image as it relates to physical or sexual abuse, and the ways in which girls who have been abused may in turn abuse their own bodies and enter into high-risk behaviors such as prostitution or substance abuse.
3. Life Skills - This group will include training in areas such as parenting skills; money management; budgeting; pre-vocational training; conflict resolution; managing impulses and violent behavior; building positive relationships with males; self-esteem; and assertiveness training.
4. Women's Group - A forum where girls will have the opportunity to explore the role of being female within today's society. Strong female role models in society will also be identified and discussed. Special group discussions geared toward a broader view of young women's place in society today will include: the Myth and Magic of Motherhood, Sexuality and Sexual Identity, Body Image and The Pressure to be Perfect. This group will utilize a variety of materials including bringing in occasional outside resources such as guest speakers. Program staff will receive specialized training regarding these gender-specific treatment issues.



4. Youth Groups and Individual Counseling

Group and individual counseling using the Normative Model will be an important part of programming. Group counseling, topic groups, and other types of group meetings will provide a valuable forum in which young women will learn to give and receive respectful input and support. The Normative Model uses the power of the group to help youth discard negative behaviors and develop positive skills. As youth learn to make positive choices for themselves, they will also learn to take responsibilities for their actions and will implement new skills and more productive behaviors for their return to the community.

The Center will offer a variety of groups over the course of the week, including peer support and group counseling (psycho-educational groups); Community Meetings; Accountability Group; and Cognitive Skill-Building Labs. The Program will also schedule Special Topic Groups, Substance Abuse Groups, and groups that will provide each youth with the opportunity to develop practical life skills.

5. Pre-Vocational Services

Youth will be provided with pre-vocational and vocational services while at the Life Learning Center. This will include prevocational group and individual counseling, and special prevocational activities such as Career Days, in which speakers from the community will introduce youth to the world of work. Youth will also receive group and individual instruction in how to conduct a job search, how to fill out a job application and develop a resume, and how to conduct themselves in job interviews. Youth will also receive assistance and support once they have found a job. NAFI will collaborate closely with the City and County Mentoring Women in providing vocational role modeling and guidance.

6. Off-Site Opportunities

NAFI staff will collaborate closely with the youths' Probation Officer to develop and assist with off-site opportunities, including job opportunities and cultural events. NAFI staff will also assist with placement visits, and family visitation including parenting training.

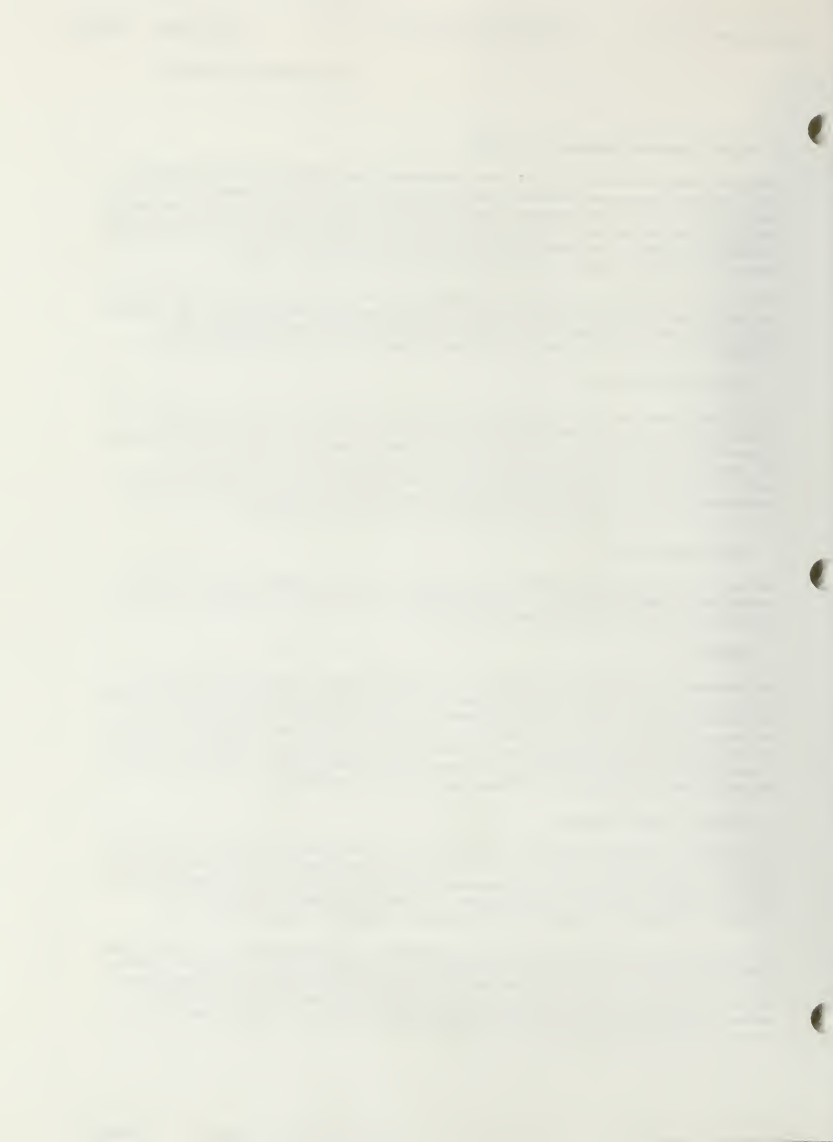
7. Aftercare

NAFI believes that effective aftercare planning is a crucial element of ensuring a successful transition back to the community. NAFI staff will collaborate closely with the Probation Officer and with the youth's next placement, whether home, out-of-home placement, or independent living to assist in the transition. NAFI will work with families, where appropriate, to assist with reunification and provide linkages to family counseling, vocational, cultural, recreational, or other community organizations. Family visitation at the Center will be coordinated and facilitated by NAFI staff. Girls who have children of their own will receive structured parenting education and reunification assistance while at the Center.

8. Staffing and Staff Training

NAFI staff will coordinate closely with the Delancey Street Foundation staff and with the City and County Probation officer, Health Services Worker, and Mentoring staff. NAFI staff at the Center will include the following: 1 FTE Program Director, 1 FTE Assistant Director/Clinical Director, .25 FTE Regional Director, .50 FTE Training Director, 3 FTE Case Managers, 3 FTE Shift Supervisors, 1 FTE Administrative Assistant, 1 FTE Maintenance Staff, and 13 FTE Direct Care Staff (Counselor/Advocates).

NAFI places great importance on providing on-going agency-wide in-service training. In-service training includes an orientation for all staff members which lasts approximately forty hours. At the time of hiring, staff will be introduced to NAFI and familiarized with the agency's philosophy and approaches, agency programs, and training as well as agency procedures and policies, including the Normative Culture, assessment and service planning, cultural diversity, and crisis intervention. In addition, staff will be trained in CPR/Blood-Borne Pathogens and First Aid.



ORGANIZATION QUALIFICATIONS

Briefly describe your agency including history, size, composition, and structure.

North American Family Institute has been successfully operating residential, community-based, and educational programs for the past twenty-five (25) years. North American Family Institute, Inc. (NAFI) is a private nonprofit human service agency specializing in community-based care for children and youths, with behavioral and/or delinquency problems, as well as families, adults, and seniors, with emotional and/or behavioral problems. Established in 1974, the agency grew out of a need to create alternative services for youth that had been sent to state institutions for unruly and delinquent children. Today, NAFI operates more than 65 programs-residential, foster care, day services for adolescents and adults, family based services, parent aide, therapeutic foster care, and outreach and tracking services-in ten states. This diversified and multi-faceted array of services results in a consistent and effective continuum of care. NAFI's programs strive to become part of the community by utilizing local resources and participating in community activities. NAFI successfully collaborates with many educational, mental health, and substance abuse organizations.

State your organization's mission or philosophy. Discuss your current youth service focus and scope of service

NAFI's mission is to provide a community-based system of care and treatment for children, youth, and adults. NAFI's philosophy centers on individuals becoming invested in their own service plans and actively participating in their own advancement. This philosophy extends to all of NAFI's services, which range from residential care for adults and youth, to outreach and tracking, to therapeutic foster care. All of the agency's programs follow four basic tenets, which support the agency's mission and philosophy. First, NAFI emphasizes a non-institutional approach to treatment in order to decrease institutionalized values and dependency. NAFI promotes independence and self-sufficiency in small, youth-centered programs that put youths needs ahead of all else. Second, the agency's programs provide normalizing environments. Programming is developed to help youths become less dependent on the service network and better able to function autonomously in the community. Programs start with a high level of structure and supervision, and as the youth develops stronger skills and controls, the structure is reduced. A final element of the NAFI mission is concentrating on teaching social and survival skills. Youths learn to develop skills necessary for community living, gaining employment, continuing education, and returning to their families when appropriate.

Over the past five years, describe your organization's successful juvenile delinquency intervention/prevention strategies with specific attention to any girl's programming your organization has offered.

NAFI has the proven ability to design and implement programs unique to girls. Currently, NAFI operates six residential programs serving juvenile girls, four of them being only for young women. NAFI operates the Touchstone Program in Connecticut, the Nostalgia Nest Program in Louisiana, the Main Street Program for young women in Rhode Island, and the Girls Assessment Program in Massachusetts, all of which are designed to meet the needs of young women. NAFI also operates the Loudoun County Program in Virginia and the Adolescent Community Experience (A.C.E.) Program in Rhode Island, which serve both young men and young women. These programs provide residential programming specifically tailored to meet the needs of adolescent girls. Specialized programming includes substance abuse, eating disorders, sexual abuse, educational, vocational, mental health services, and aftercare planning. All of these programs have been successful in reducing delinquency by focusing on the positive skills and strengths of the young women involved.



North American Family Institute, Inc.

Discuss any experience your organization has had with running residential facilities for youths or adults.

North American Family Institute has developed and operated programs for troubled youth since 1974. Today NAFL operates short-term and long-term residential programs for youth in ten states, including crisis/diversion programs, short-term diagnostic settings, shelter care, structured group care, intensive long-term residential treatment, and secure psychiatric treatment. Among the juvenile justice programs that NAFL operates are the Thomas O'Farrell Youth Center, a 48-bed residential program for male youth in Maryland, and Alliance House, a short-term residential program for male youth in Massachusetts. Both TOYC and Alliance House have been cited by the Office of Juvenile Justice and Delinquency Prevention as national model programs. In addition, the National Council on Crime and Delinquency conducted a study of TOYC that showed a 77% decline in the number of offenses committed by youth after their stay at the Program. In operating its residential programs, NAFL has developed a strong history of building relationships and collaborating with state agencies, mental health providers, and other human service providers. In addition, NAFL has worked to build relationships with community organizations, such as local school systems, churches, and other local support groups such as Alcoholics Anonymous and Narcotics Anonymous.

Discuss any experience your organization has had working with city agencies, such as (but not limited to) juvenile probation, school district, social services, and public health.

NAFL has extensive experience working with city and county agencies. NAFL partners with Local Education Authorities in ten states. In addition, NAFL works with the police departments, probation departments, fire departments, and numerous private and civic organizations in its community-based programs. These programs include Outreach and Tracking, Family Intervention Network, and the KIDS Care youth education program.

Describe your organization's current staffing, as well as the qualification of key staff members.

Resumes and qualifications of the following executive staff are attached:

Dr. Yitzhak Bakal, President
Hildegard Paris, Director of Operations
Dr. Paul Gerson, Agency Clinical Director
Eugene R. Moore, Director of Training and Quality Assurance

An organizational chart showing how the proposed program fits into the overall agency structure is attached.

Is your organization the subject of any lawsuit currently?

North American Family Institute is not currently the subject of any lawsuit.



North American Family Institute, Inc.

FISCAL CAPACITY

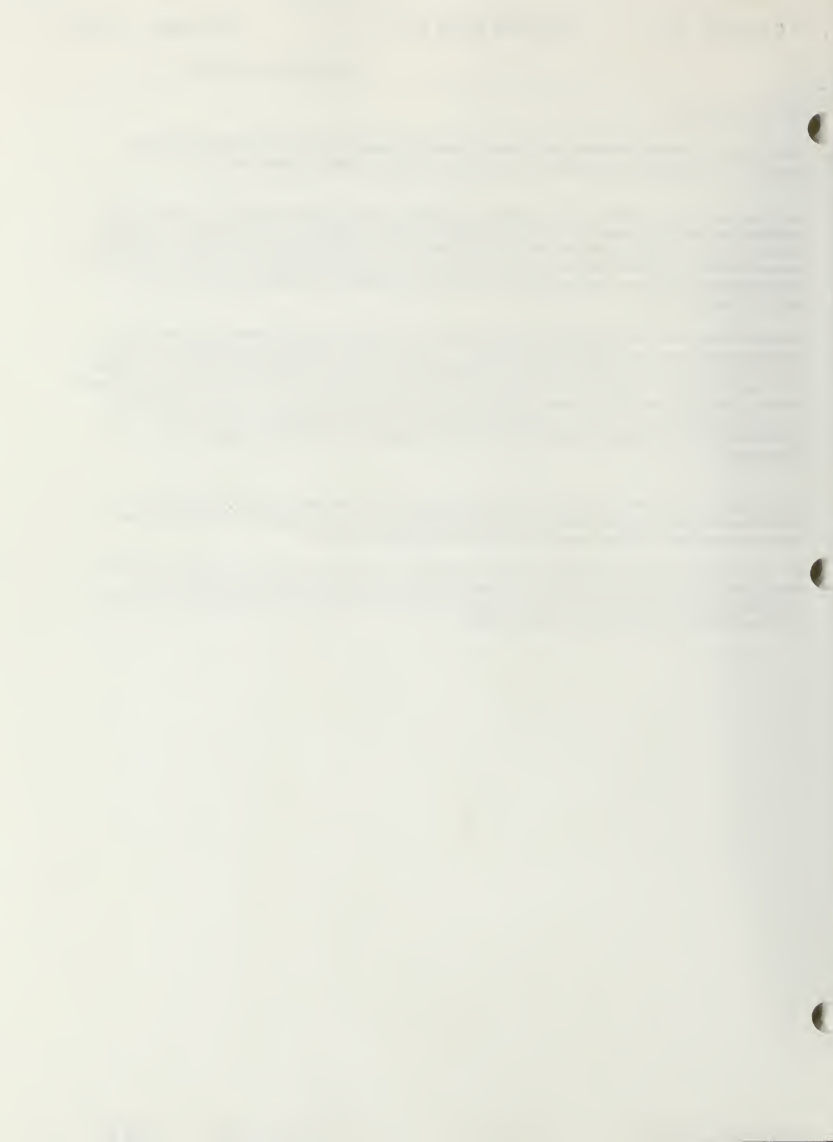
Describe your agency's financial stability over the past two calendar years. Were there any major increases or decreases in revenues from earned sources, local, state, or federal funds?

North American Family Institute, Inc., along with its subsidiary corporations, Northeastern Family Institute, Inc., NFI North, Inc., and NFI Vermont, Inc., together constitute a viable, fiscally strong organization with an annual operation budget of approximately \$45 million in fiscal year 1999. The agency has shown a steady increase in revenues over the past three fiscal years. The overall increase in revenues from fiscal years 1996 through 1999 is approximately \$7 million. At the end of fiscal year 1998, the cumulative Net Assets for the Agency were approximately \$6.8 million.

Fiduciary oversight at all NAFI programs is accommodated by budgetary internal controls and policies and procedures that currently exist within the organization. Petty cash, payroll, purchasing and billing are regulated and closely monitored by the Agency Director of Finance and Comptroller. As specified in each of our contracts, NAFI has an annual audit performed by a certified independent public accounting firm. Every three to four years, NAFI sends out a Request for Proposals to public accounting firms to ensure that we are receiving the best service for the best price. Currently, our certified independent public accounting firm is Arthur Andersen, LLP. Audits conducted of our Agency indicate financial procedures and internal controls that often exceed expectations.

If your agency is a private non-profit, what is the relationship of your Board of Directors Finance Committee, the fiscal staff and program staff of your agency? Are there significant recommendations from your management letter accompanying your annual agency audit?

NAFI is a private, non-profit, 501(C) (3) corporation. (see attached exemption letter). NAFI's Board of Directors meets quarterly. Members of the Board in combination with the finance staff meet quarterly as a Finance Committee, and report back at the larger Board meeting. There are no significant recommendations or ongoing concerns from our audit (see attached auditor's letter).



PROPOSED GOALS AND OBJECTIVES

From your experience working with juvenile justice youth, what are the particular needs of girls in the system that you feel need to be addressed in this program?

NAFI's experience indicates that many of the young women referred to our programs present a wide range of emotional and mental health needs as a result of abandonment, victimization, trauma, substance abuse and poverty. These young women often exhibit poor impulse control, depression and self-mutilation, acting out behaviors such as sexual promiscuity and prostitution, and will be likely to have some degree of substance abuse involvement. Most therefore will require access to mental health and substance abuse services as part of their program services. NAFI's experience has also shown that many of the young women involved with the juvenile justice system typically possess one or more of the following characteristics that must be addressed within the Program: low self-esteem, difficulty communicating, inability to pursue long range goals, impulsiveness, inability to form relationships, lack of information and skills related to successful adult functioning, inadequate and unsatisfactory peer involvement, a history of failure in school for many years and/or record of dropping out, failure in obtaining or maintaining a job, and a high incidence of sexually transmitted diseases.

From your experience in running juvenile justice programs and/or residential facilities, what are the most important goals and objectives of running a residential facility for juvenile justice youth?

NAFI believes that residential services for young women must take into account their experiences of victimization, and their need to develop positive identities. NAFI's residential programs work with youth to accomplish two primary goals: 1) To create a structured and safe environment, which will encourage growth. Youth will grow in a program where they feel safe and can predict what will occur on a daily basis. In order to create a supportive and structured environment every young woman in the program will participate in the responsibility of helping maintain and support the safety and structure of the program. 2) NAFI's residential programs also provide residents with the opportunity to deal with any trauma, abuse, and pent-up emotions that they may be experiencing. Providing residents with a safe and supportive environment to address any issues they have allow youth to strengthen survival skills, and to acquire increased living skills to assist them in developing productive lives as adults. Much like the Delancey Street model, the NAFI model emphasizes a skill-building, task-oriented approach to working with youth which provides numerous opportunities for youths to experience success. The Life Learning Center will be designed with a strong emphasis on individual and group counseling to help young women recognize and build on their potential. Educational, vocational, recreational, and topic group programming will emphasize ways in which delinquent girls can address their problem areas as well as strategies for building self-esteem, and practical life skills.

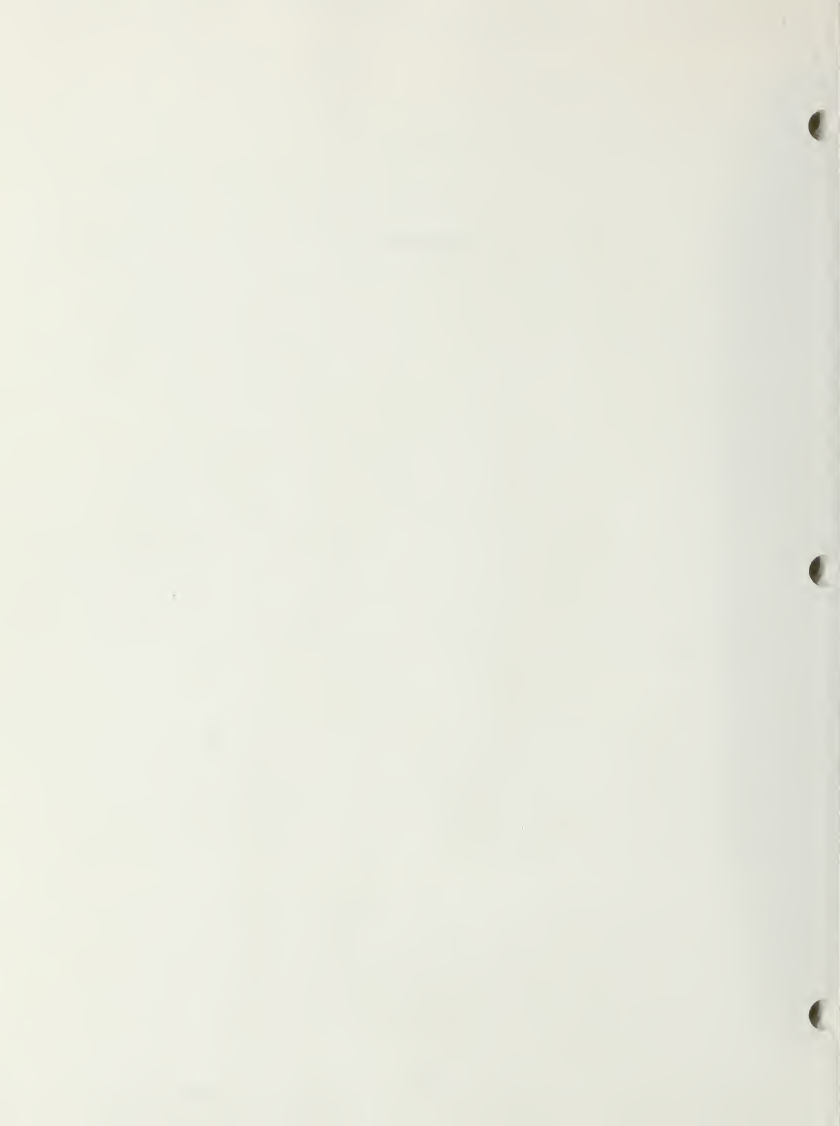
Describe the objectives for each of the goals identified above.

The objective for the first goal is for youth to learn ways to interact positively with peers and adults within the program, and in the community. By giving each resident the responsibility of assisting in maintaining a supportive and safe environment, they build problem-solving skills as well as learn to work with their peers in a positive way. As in all NAFI residential programs, the young women will work to develop a positive Normative Culture that will be the basis of all activities at the Program. NAFI's Normative Model is a powerful tool to help youth discard negative behaviors and replace them with positive skills. Utilizing a process of constructive feedback, the Normative Model uses the power of the group to help youth learn to identify and build on their strengths, and develop pro-social skills. Cognitive skills such as anger management and moral reasoning are an important part of the girl's pro-social development.

The objective of the second goal is for youth to learn ways to deal with family issues. In the cases where family does not exist for these young women, NAFI will assist youth in finding ways to be independent through alternative living and/or educational situations. The opportunity for these young women to address and confront past issues in a supportive environment allows them to deal with traumas they experienced. All youth at the Center will participate in individual and group counseling, as well as psycho-educational groups designed to help them learn to improve their pro-social and problem-solving skills. NAFI looks forward to working closely with the Delancey Street Program, and the Probation Officers involved, in order to create a team which will coordinate and work together to support the young women in aftercare planning, and assist them in developing, learning, and maintaining new skills.



Exhibit D-1



TREASURE ISLAND REUSE PLAN

EXISTING CONDITIONS REPORT: VOL. 2

PHYSICAL CHARACTERISTICS,
BUILDING AND INFRASTRUCTURE CONDITIONS

AUGUST 1995

PREPARED FOR:

The Office Of Military Base Conversion,
Planning Department, City & County of San Francisco,
and the San Francisco Redevelopment Agency

PREPARED BY:

ROMA Design Group
Cerbatos & Associates Consulting Electrical Engineers
Cervantes Design Associates
Don Todd Associates, Inc.
Manna Consultants, Inc.
Moffatt & Nichol Engineers
Olivia Chen Consultants, Inc.
Takahashi Consulting Engineers
Treadwell & Rollo, Inc.

Exhibit D-2



Franklin G. Lee, PE
Stephen Lau, PE
Joe Uzarski, SE
Daniel Shapiro, SE
John H. Ham, SE

John J. Earle, SE
Helena Kaslar, SE
Benjamin P. Lai, SE
Tanya Kalmayor, PE
Eugene Y. Tuen, SE
Alan Robinson, SE
Humayun Abbas, PE
Steven K. Lew, SE

April 21, 1999

The John Stewart Company
2310 Mason Street
San Francisco, CA 94133

Attn.: Daniel Levine

Project: Treasure Island Housing, 1200 Series

Re: Seismic Retrofit Plan Check and Peer Review

SOHA No.: 9801.650

Dear Dan,

Following is our plan check and peer review of the Seismic Evaluation report for Treasure Island Housing, Series 1200, prepared by Toft, De Nevers & Lee, Consulting Structural Engineers (T,D&L), dated 2/25/1998.

The 1200 Series Housing units, type A, B and C have been evaluated for seismic safety in accordance with the FEMA-178, NEHRP Handbook for Seismic Evaluation of Existing Buildings. The recommended procedures provide tools for identification of weak links in the existing structural system. The evaluation statements are answered by "true" or "false", and the false statements must be further evaluated to determine whether demand exceeds capacity and whether corrective measures are needed. After the FEMA-178 evaluation is complete, then Section 3403.6 of the 1995 San Francisco Building Code (SFBC) was utilized to determine if seismic retrofit is needed.

In the effort to plan check and peer review the project, we visited the site to observe the structural condition of the buildings. We studied the available drawings, and reviewed the structural evaluation of 1200 Series Buildings, prepared by T,D&L and found them in compliance with the requirements of FEMA-178 NEHRP Handbook. We discussed the conclusions with Calvin Lee of T,D&L, and then reviewed the seismic retrofit requirements based on Section 3403.6 of the 1995 SFBC.

The 1200 Series Housing includes 281 two-story units, town house type, attached, in combination of four, six and eight unit buildings. There is a total of 46 buildings involved. The



Daniel Levine
April 21, 1999
Page 2



structurally independent carports provide covered parking for residents.

The architectural and structural drawings that were available for review were prepared in March 1968 by MKE - Abrams - Keller & Gannon, a Joint Venture. The drawings indicate light wood frame construction with 4" slab-on-grade or with crawlspace, founded on continuous spread footings. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0 on center. The interior walls designated on the plans as shear walls are sheathed with 3/8" plywood panels. All other interior walls are finished with 1/2" or 5/8" gypsum board. The exterior walls are either stucco over 1/2" gypsum board or wood siding over 1/2" gypsum board. The interior side of exterior walls is 1/2" or 5/8" gypsum wallboard.

According to 1995 SFBC, table 25-I, the allowable shear for seismic forces of 1/2" gypsum boardwall on both is 100 pounds per linear foot (plf).

As analyzed by T,D&L, the existing main transverse shear wall is sheathed with 3/8" plywood panels and existing tie downs are anchored to continuous footings. Both, the plywood sheathing and the tie downs have the required resistance capacity. In no case does shear stress in other interior or exterior walls exceed 100 plf, and only in one case it does exceed 75 plf.

The carports have wood framed roofs, supported by two steel posts 10 feet apart, spaced at 14 feet or 20 feet, embedded in 18" diameter piers. The existing lateral load resisting system is adequate.

In conclusion, although these existing structures may be damaged if exposed to the minimum seismic forces per section 3403.6 of the 1995 SFBC, we expect that they will provide a satisfactory life-safety level of performance.

We agree with the findings by T,D &L that no seismic retrofit is required.

Sincerely,

SOHA Engineers

A handwritten signature in dark ink, appearing to read "Joe Uzarski".

Joe Uzarski
Principal

A handwritten signature in dark ink, appearing to read "Helena Kozler".

Helena Kozler
Project Manager

Copy to: Calvin Lee, Toft, DeNevers & Lee



TOFT, DE NEVERS & LEE

CONSULTING STRUCTURAL ENGINEERS

111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94109-5329JOB NO. 9983 SH. 0
NO. 1 OF 21
BY CCB DATE 2/5/99STRUCTURAL EVALUATION
AND CALCULATIONS
FOR
1200 SERIES BUILDINGS
TREASURE ISLAND, CALIFORNIA



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOS NO. 4983 SH. TC-1
NO. 2 OF 21
BY CEL DATE 2/25/99

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1200 Series at Treasure Island

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Evaluation of Unit Type B Series.....	9-14
Evaluation of Unit Type C Series.....	15-20
Evaluation of Typical Carport Structure for 1200 Series.....	21

There are a total of 281 two stories residential wood construction units in these series of buildings. There are three different plan configurations to these units. The different configurations are type A, B, C. These units are combined in different combinations with a common party wall to create townhouse buildings. These calculations apply to 46 buildings. The applicable buildings are Bldg. 1201 (4-B, 2-C units), Bldg. 1202 (4-B, 2-C units), Bldg. 1203 (2-A, 2-B units), Bldg. 1204 (4-B, 2-C units), Bldg. 1205 (4-A, 2-C units), Bldg. 1207 (4-B, 2-C units), Bldg. 1208 (4-B, 2-C units), Bldg. 1209 (4-A, 4-B units), Bldg. 1210 (4-C units), Bldg. 1211 (4-B, 2-C units), Bldg. 1212 (4-B, 2-C units), Bldg. 1213 (4-B, 2-C units), Bldg. 1214 (4-B, 2-C units), Bldg. 1215 (4-B, 2-C units), Bldg. 1216 (4-B, 2-C units), Bldg. 1217 (4-B, 2-C units), Bldg. 1218 (4-A, 4-B units), Bldg. 1219 (4-B, 2-C units), Bldg. 1221 (4-B, 2-C units), Bldg. 1222 (4(1 unit is not)-B, 2-C units), Bldg. 1223 (4-B, 2-C units), Bldg. 1224 (4-B, 2-C units), Bldg. 1225 (4-B, 2-C units), Bldg. 1226 (4-A, 4-B units), Bldg. 1227 (4-B, 2-C units), Bldg. 1228 (4-B, 2-C units), Bldg. 1229 (4-A, 2-C units), Bldg. 1230 (4-B, 2-C units), Bldg. 1231 (4-B, 2-C units), Bldg. 1232 (4-B, 2-C units), Bldg. 1233 (4-B, 2-C units), Bldg. 1234 (4-B, 2-C units), Bldg. 1235 (4-A, 2-C units), Bldg. 1236 (4-A, 4-B units), Bldg. 1237 (4-B, 2-C units), Bldg. 1238 (4-B, 2-C units), Bldg. 1239 (4-A, 4-B units), Bldg. 1240 (4-B, 2-C units), Bldg. 1241 (4-B, 2-C units), Bldg. 1242 (4-B, 2-C units), Bldg. 1243 (4-A, 2-C units), Bldg. 1245 (4-B, 2-C units), Bldg. 1247 (4-B, 2-C units), Bldg. 1249 (4-B, 2-C units), Bldg. 1250 (4-B, 2-C units), and Bldg. 1253 (4-B, 2-C units). These buildings are light wood frame construction founded on continuous concrete spread footings with a 4" concrete slab on grade or wood framed crawl space. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0" on center. The interior shear walls are sheathed with 3/8" plywood panels; the other walls are sheathed with gypsum board. The exterior walls are either stucco over 1/2" gypsum board or wood siding over 1/2" gypsum board. These buildings have been evaluated to satisfy FEMA-178 and found to be in compliance with section 3403.6 of the 1995 San Francisco Building Code.



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 300
SAN FRANCISCO, CA 94108-5329

1200 Series

Unit Type A

JOB NO. 4983 SH. 1200A-1

NO. 5 OF 21

BY CAL DATE 2/24/99

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity ($A_s = 0.4$). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

- (T) F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction) (Sec. 3.1)
- (T) F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in both directions
- T (F) VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked.
- (T) F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)
- (T) F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

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111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94100 5329

1200 Series

Unit Type A

JOB NO. 4983 84.1200A-2
NO. 4 OF 21
BY: cel DATE: 2/24/99

SHEAR WALLS

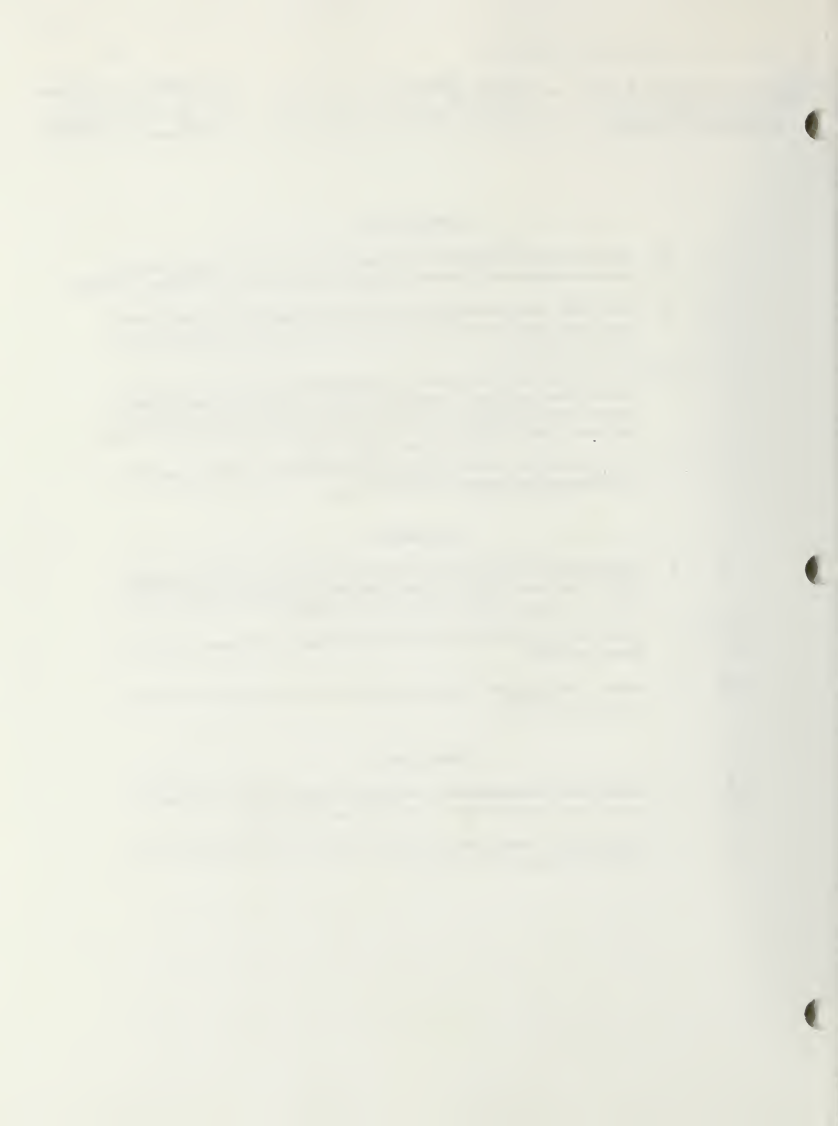
- T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3405.6 provided
- T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A
- T (F) WALL REQUIREMENTS: All walls supporting tributary areas of 24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (H/D) ratio of 1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear or small and uplift is not a problem or hold-down is provided.
- T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

- T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than 50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NO OPENINGS)
- (T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)
- (T) F SPANS: All diaphragms with spans greater than 24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

- (T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)
- T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A



TOFT, DE NEVERS & LEE

CONSULTING STRUCTURAL ENGINEERS

111 MAIDEN LANE, SUITE 300
SAN FRANCISCO, CA 94108-5329JOB NO. 4983 SH. 1202A.3
NO. 5 OF 21
BY cc DATE 12/17/99ANALYSIS OF 1200 SERIES UNITSRoof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
TRUSSES @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	0.8 PSF
	<u>11.0 PSF</u>

Exterior Wall

Stucco	8.0 PSF
2x4 @ 16"	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	<u>14.0 PSF</u>

Party Wall

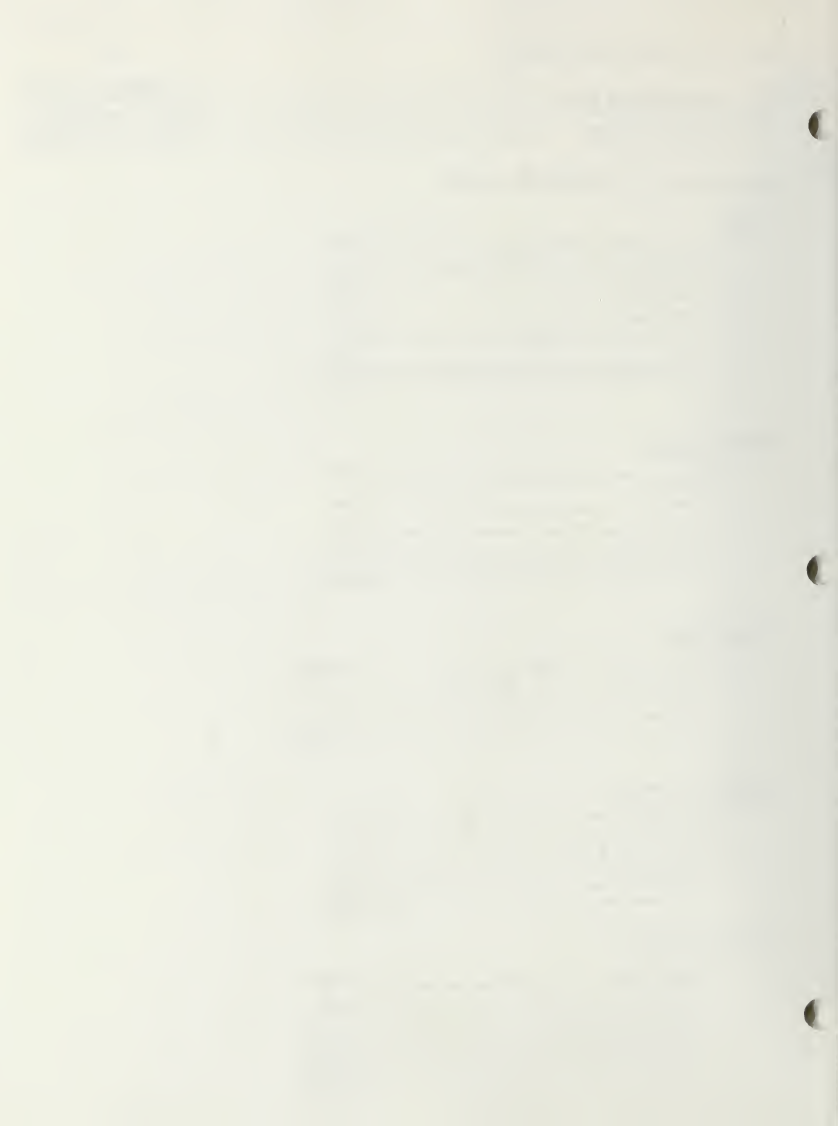
2 - layers of 5/8" gyp. bd.	8.4 PSF
2x4 @ 16"	1.1 PSF
Misc.	0.5
	<u>10.0 PSF</u>

INTERIOR WALL

1/2" Gyp. Board	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. Board	2.2 PSF
Miscellaneous	0.5 PSF
	<u>6.0 PSF</u>

SECOND FLOOR

5/8" PWD.	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" Gyp. Board	2.2 PSF
Misc.	0.2 PSF
	<u>7.0 PSF</u>



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111 MAIDEN LANE, SUITE 800
SAN FRANCISCO, CA 94108-5329

1200 Series

Unit Type A

JOB NO. 4983 SH. 1200A-4
NO. 6 OF 21
BY cdh DATE 2/24/99

Calculate Mass of Roof

$$\text{Roof} = (11.0 \text{ PSF} \times \overset{\text{roof}}{22'} \times 29') + (7.0 \text{ PSF} \times \overset{\text{ceiling}}{2'} \times 22' \times 2) = 7634 \#$$

N/S

$$\text{Second Floor Party Walls} = (10.0 \text{ PSF} \times 29' \times 11' \times 2) = 6380 \#$$

$$\text{Second Floor Int. Walls} = (6.0 \text{ PSF} \times 37' \times 8.05) = 1794 \#$$

E/W

$$\text{2nd Flr. Ext. Walls} = (14.0 \text{ PSF} \times 22' \times 8.08 \times 2) - (6.0 \text{ PSF} \times 57') = 4635 \#$$

$$\text{2nd Flr. Int. Walls} = (6.0 \text{ PSF} \times 18' \times 8.02) = 2327 \#$$

$$\text{Second Floor} = (7.0 \text{ PSF} \times 22' \times 29') = 4466 \#$$

N/S

$$\text{1st Flr. Party Walls} = (10.0 \text{ PSF} \times 28' \times 4.04 \times 2) = 2262 \#$$

$$\text{1st Flr. Int. Walls} = (6.0 \text{ PSF} \times 29' \times 4.04) = 703 \#$$

E/W

$$\text{1st Flr. Ext. Walls} = (14.0 \text{ PSF} \times 22' \times 4.04 \times 2) - (6.0 \text{ PSF} \times 75') = 2039 \#$$

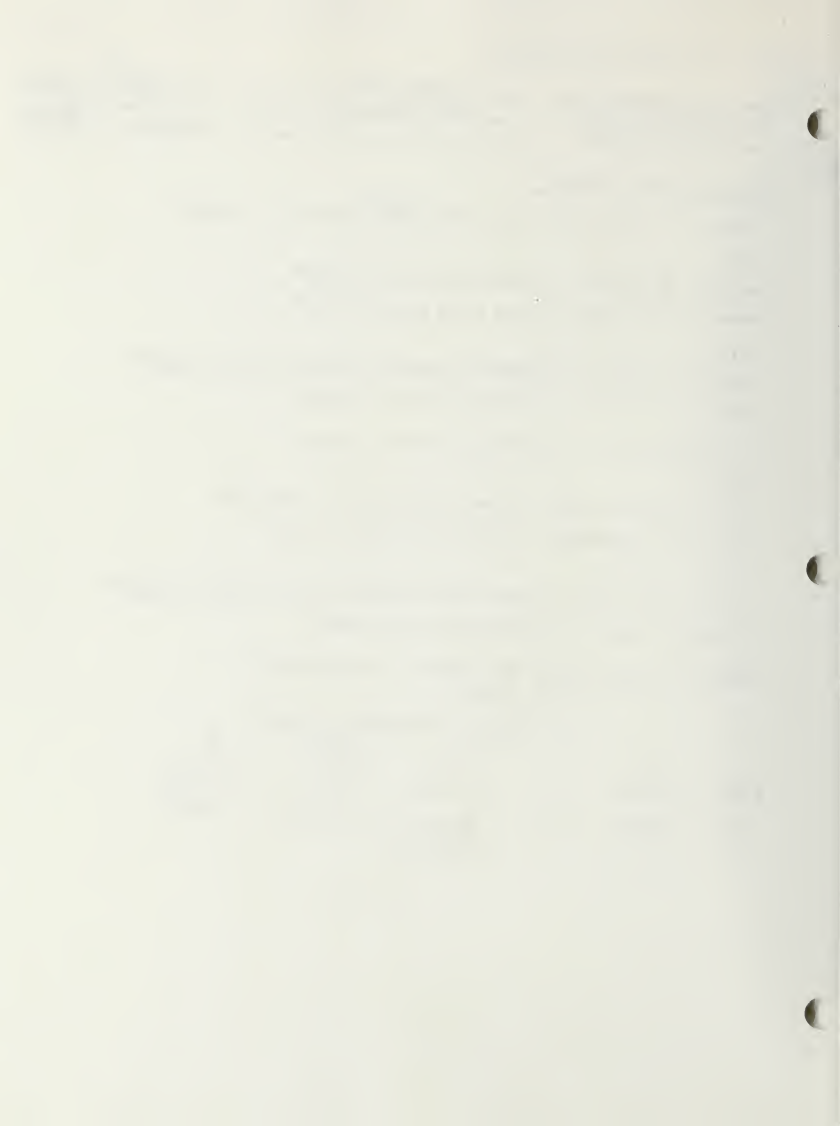
$$\text{1st Int. Walls} = (6.0 \text{ PSF} \times 35' \times 4.04) = 848 \#$$

SEISMIC LOADS (USING SEC. 3402.6 S.F. Code Forces)

$$U = 0.103 U$$

$$V = 0.103 \times 377088 \# = 3408 \#$$

	W_x	h_x	$W_x h_x$	$\frac{W_x h_x}{\sum W_x h_x}$	F_x
ROOF	19202	19.1'	290358	0.6671	2273 #
2ND	17886	8.1'	144877	0.3329	1135 #
			435235		



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111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94109-5329

JOB NO. 4983 SH. 1200A.5
NO. 7 OF 21
BY ced DATE 2/24/97

Quick Check of Shear Walls

$$V = C_s W$$

$$T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{28}} = 0.16$$

$$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_n = 0.4$$

$$C_s = \frac{0.80 A_v S}{R T (1\%)} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{2/3}} = 0.334 \leftarrow \text{Governs}$$

$$C_s = \frac{2.12 A_n}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$$V = 0.334$$

$$W = 33088^{\#}$$

$$V_{\text{reqd}} = 0.334 \times 33088 = 11051^{\#}$$

$$V_j = \left(\frac{n+1}{n+1} \right) \left(\frac{W_j}{W} \right) (1.2) (V)$$

$$V_2 = \left(\frac{2+2}{2+1} \right) \left(\frac{15202}{33088} \right) (1.2) (11051) = 8124^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1} \right) \left(\frac{33088}{33088} \right) (1.2) (11051) = 13261^{\#}$$

Second Floor N/S

$$V_2 = \frac{8124 \times 1/2}{22.5} = 181\% < 200\% \text{ O.K.}$$

E/W

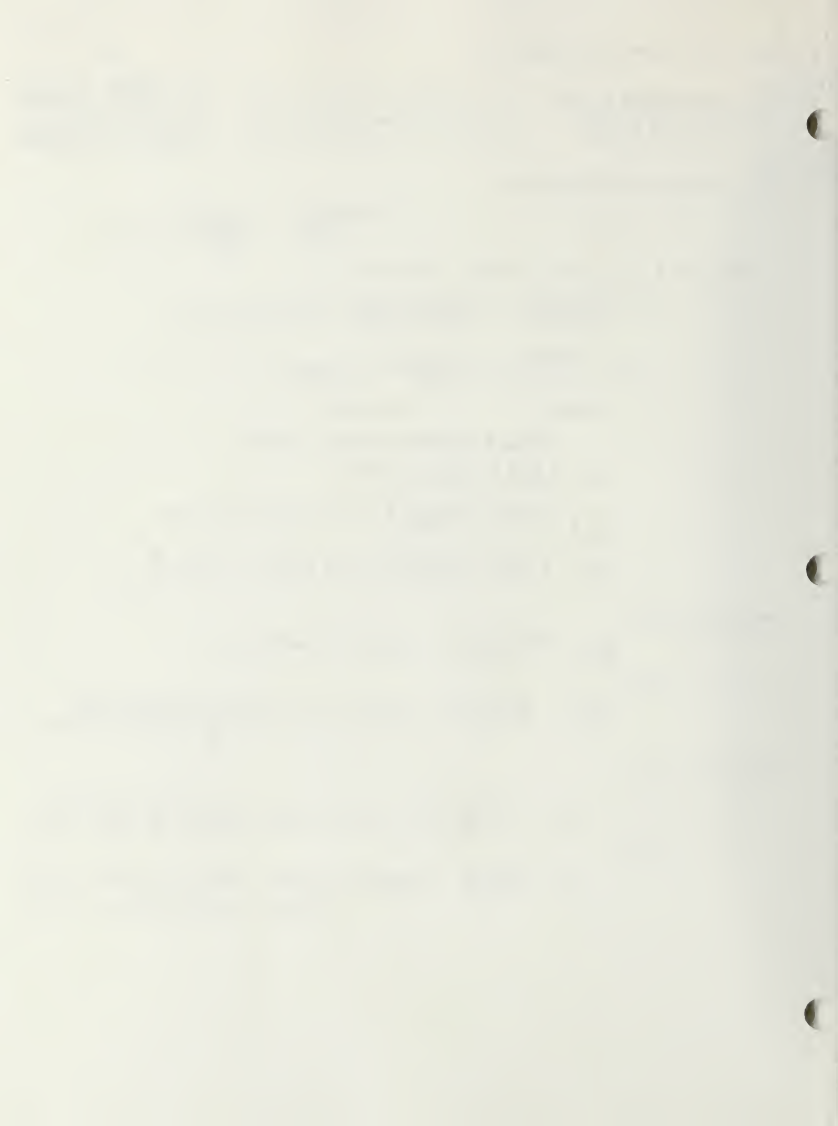
$$V_2 = \frac{8124 \times 1/2}{9.1} = 451\% > 200\% \text{ Need to provide detail analysis on following pages}$$

First Floor N/S

$$V_1 = \frac{13261 \times 1/2}{22.5} = 295\% > 200\% \text{ Need to provide detail analysis on following pages}$$

E/W

$$V_1 = \frac{13261}{12.5} = 1060\% > 400\% \text{ Need to provide detail analysis on following pages}$$

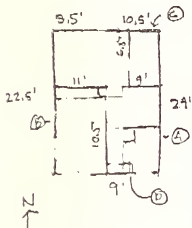


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111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1200 Series
Unit Type A

JOB NO. 4983 SH. 1200-6
NO. B OF 21
BY CL DATE 2/24/97

SE COND. FLOOR ANALYSIS



$$F_D = 0.6671(7634 + 4635 + 2327 + 4464 + 2039 + 848)(0.103) = 1505\#$$

$$F_E = 0.6671(7634 + 6380 + 1794 + 4464 + 2262 + 712)(0.103) = 1597\#$$

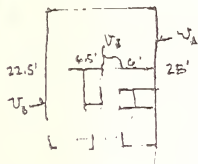
$$U_A = \frac{1505 \times 1/2}{29'} = 26\% < 100\% \text{ O.K.}$$

$$U_B = \frac{1505 \times 1/2}{22.5'} = 34\% < 100\% \text{ O.K.}$$

$$U_C = \frac{1597 \times 1/2}{16'} = 50\% < 100\% \text{ O.K.}$$

$$U_D = \frac{1597 \times 1/2}{9'} = 89\% < 100\% \text{ O.K.}$$

FIRST FLOOR ANALYSIS



$$F_D = (21949)(0.103) = 2261\#$$

$$F_E = (23239)(0.103) = 2394\#$$

$$U_A = \frac{2261 \times 1/2}{25'} = 48\% < 100\% \text{ O.K.}$$

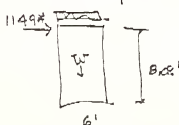
$$U_B = \frac{2261 \times 1/2}{22.5'} = 50\% < 100\% \text{ O.K.}$$

$$U_E = \frac{2394}{12.5} = 192\% < 36\% \text{ RUP W/ 0.04\% G.F. = 320\% O.K.}$$

$$5/8\text{\" A } 1.2 \times 4\text{\" G.F.} = 24\% > 50\% \text{ I.R. = 100\% O.K.}$$

$$5/8\text{\" A } 1.5 \times 32\text{\" G.F.} = 36\% > 192\% \text{ O.K.}$$

check uplift to shear wall E



$$W = (7.105\# \times 6') + 42\#$$

$$W = (6.05\# \times 8.0') + 29\#$$

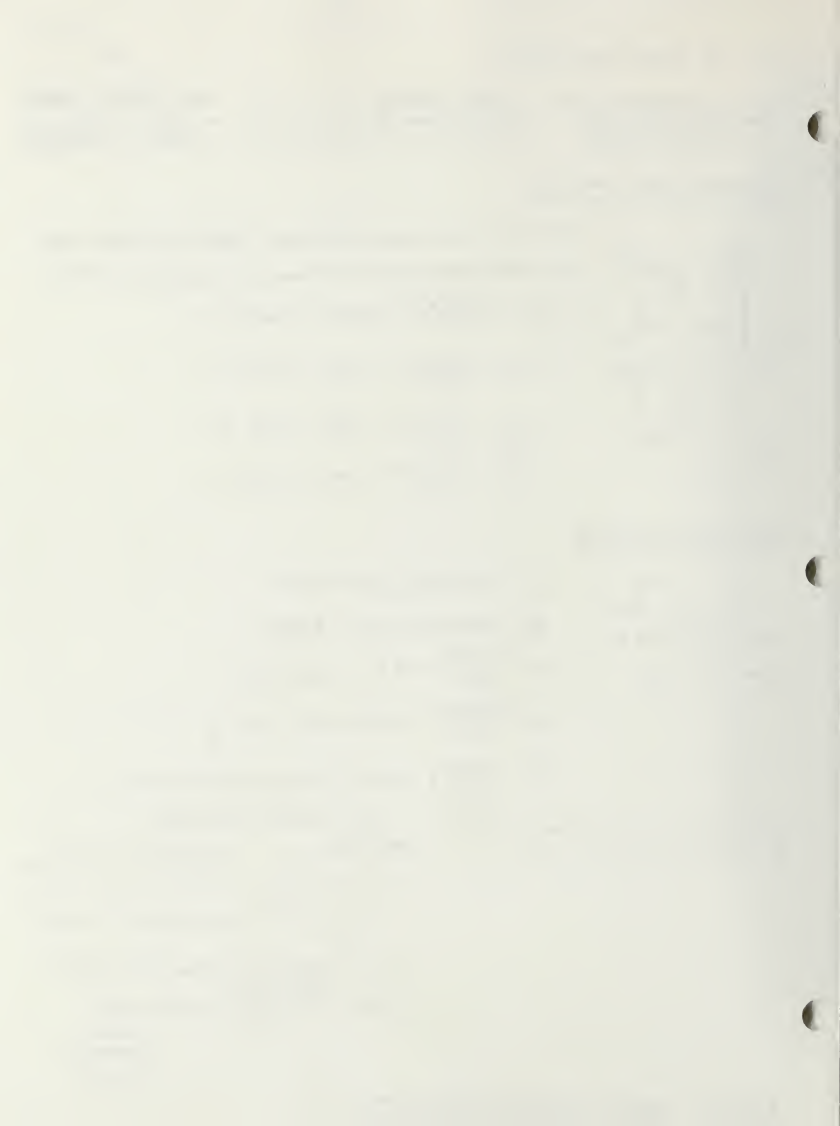
$$0.7 \times 1149 \times 8.0\# = 9284\#$$

$$0.7 \times 1149 \times (0.85) [(29 \times 3') + (42 \times 6 \times 3)] = 1385$$

$$\text{uplift} = \frac{9284 - 1385}{6} = 1317\# \text{ uplift}$$

holdown
provided is
adequate.

Existing Lateral System is Adequate



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 300
SAN FRANCISCO, CA 94109-5329

1200 Series

Unit Type B

JOB NO. 4982 SH. 1200b-1

NO. 9 OF 21

BY cel DATE 2/25/95

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

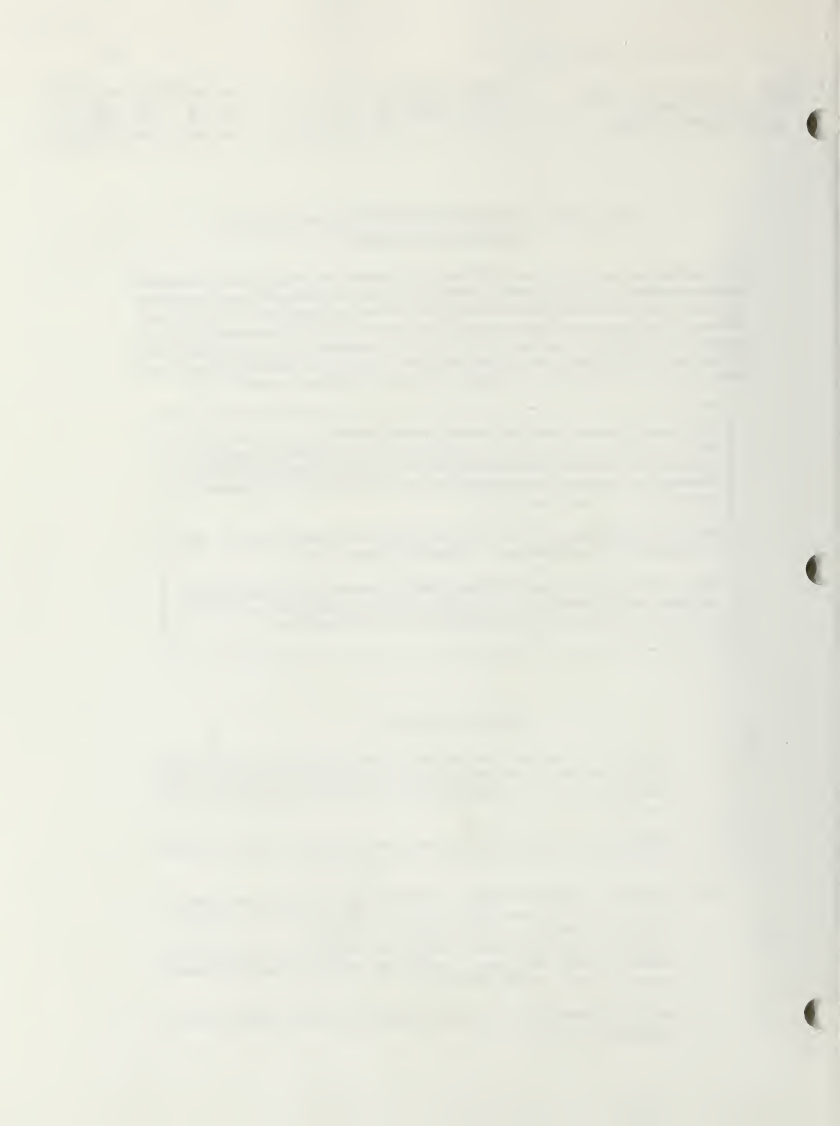
Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook sections indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity ($A_s = 0.4$). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

- (T) F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction) (Sec. 3.1)
- (T) F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in both directions.
- T (F) VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked.
- (T) F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.3.1)
- (T) F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.3.2)



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94102-5329

1200 Series

Unit Type B

JOB NO. 4983 SH. 1200B-2

NO. 10 OF 21

BY CCL DATE 2/25/99

SHEAR WALLS

- T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3403.6 provided
- T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A
- T (F) WALL REQUIREMENTS: All walls supporting tributary areas of 24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (H/D) ratio of 1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear are small and uplift is not a problem or hold-down is provided.
- T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4)

N/A

DIAPHRAGMS

- T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than 50 percent of the building width in either plan dimension. (Sec. 7.13) N/A (THAT ARE NOT OPENINGS)
- (F) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)
- (F) F SPANS: All diaphragms with spans greater than 24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

- (F) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)
- T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3)

N/A



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94103-3329

JOB NO. 4983 SH. 1200 B-3
NO. 11 OF 21
BY act DATE 12/17/98

ANALYSIS OF 1200 SERIES UNITS

Roof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
TRUSSES @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	0.8 PSF
	<u>11.0 PSF</u>

Exterior Wall

Stucco	8.0 PSF
2x4 @ 16"	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	<u>14.0 PSF</u>

Party Wall

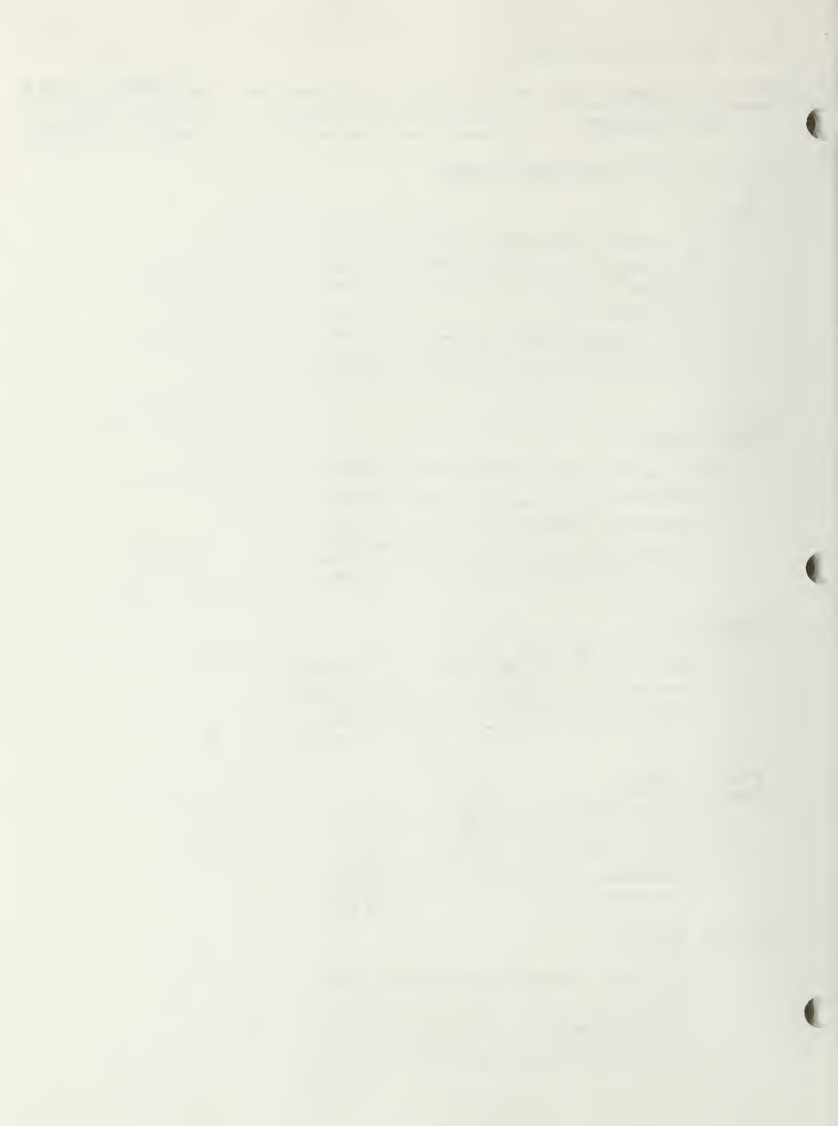
2 - Layers of 5/8" Gyp. Bd.	8.4 PSF
2x4 @ 16"	1.1 PSF
Misc.	0.5
	<u>10.0 PSF</u>

INTERIOR WALL

1/2" Gyp. Board	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. Board	2.2 PSF
Miscellaneous	0.5 PSF
	<u>6.0 PSF</u>

SECOND FLOOR

5/8" PWD.	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" Gyp. Board	2.2 PSF
Misc.	0.2 PSF
	<u>7.0 PSF</u>



TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1200 Series

Unit Type B

JOB NO. 4983 SH. 1200B.4
NO. 12 OF 21
BY col DATE 2/25/99

Calculate Mass of Floor

$$\text{Roof} = (11.0 \text{ PSF} \times 23' \times 31') + (7.0 \text{ PSF} \times 2' \times 23' \times 2) = 8487\#$$

N/S

$$2\text{nd Flr. Party Walls} = (10.0 \text{ PSF} \times 31' \times 11' \times 2) = 6820\#$$

$$2\text{nd Flr. Int. Walls} = (6.0 \text{ PSF} \times 41' \times 8.08) = 1988\#$$

E/W

$$2\text{nd Flr. Ext. Walls} = (14.0 \text{ PSF} \times 23' \times 8.08 \times 2) - (6.0 \text{ PSF} \times 6' \times 4' \times 2) = 4772\#$$

$$2\text{nd Flr. Int. Walls} = (6.0 \text{ PSF} \times 54' \times 8.08) = 2618\#$$

$$\text{Second Floor} = (7.0 \text{ PSF} \times 23' \times 31') = 4991\#$$

N/S

$$1\text{st Flr. Party Walls} = (10.0 \text{ PSF} \times 56' \times 4.04') = 2262\#$$

$$1\text{st Flr. Int. Walls} = (6.0 \text{ PSF} \times 30' \times 4.04') = 727\#$$

E/W

$$1\text{st Flr. Ext. Walls} = (14.0 \text{ PSF} \times 23' \times 4.04 \times 2) - (6.0 \text{ PSF} \times 8' \times 2) = 2110\#$$

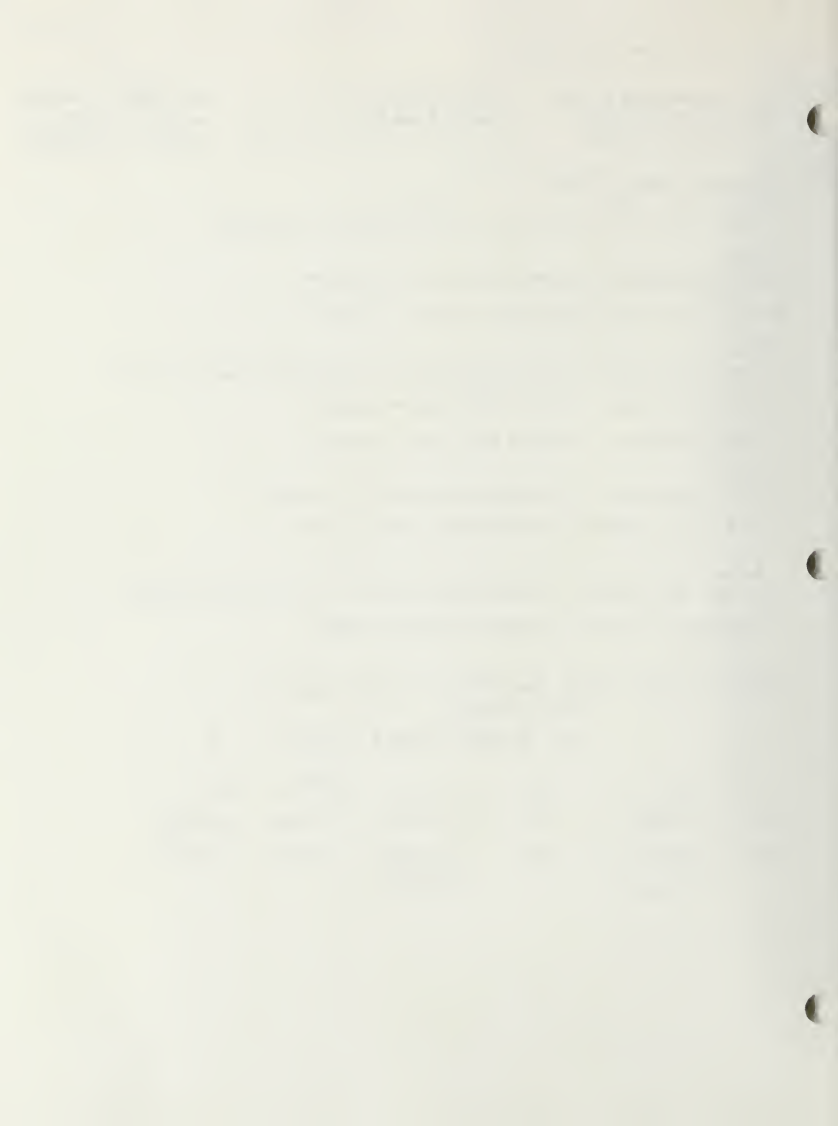
$$1\text{st Flr. Int. Walls} = (6.0 \text{ PSF} \times 22' \times 4.04) = 533\#$$

SEISMIC LOADS (USING SEC. 2403.6 SIF. CODE FORCES)

$$U = 0.103 W$$

$$U = 0.103 \times 35308 = 3637\#$$

	w_x	h_x	$w_x h_x$	$\frac{w_i h_x}{\sum w_i h_i}$	F_x
ROOF	16586 [#]	19.1'	316793	0.6763	2460 [#]
2ND	18722	8.1'	151648	0.3237	1177 [#]
	35308		468441		



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1200 Series

Unit Type B

JOB NO. 4983 SH. 1200B-5
NO. 13 OF 21
BY cat DATE 2/25/99

Quick Check of Shear Walls

$$V = C_s W$$

$$T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{78}} = 0.116$$

$$A_v = 0.4 \quad \phi = 2.0 \quad R = 6.5 \quad A_n = 0.4$$

$$C_s = \frac{0.80 A_v S}{R \gamma^{1/3}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.116)^{1/3}} = 0.334 \leftarrow \text{Govern}$$

$$C_b = \frac{2.12 \times 0.4}{6.5} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$$V = 0.334$$

$$W = 35308$$

$$V_{max} = 0.334 \times 35308 = 11793\#$$

$$V_1 = \left(\frac{n+1}{n+1} \right) \left(\frac{W_1}{W} \right) (1.2)(V) =$$

$$V_2 = \left(\frac{2+2}{2+1} \right) \left(\frac{168860}{35308} \right) (1.2)(11793) = 8864\#$$

$$V_1 = \left(\frac{2+1}{2+1} \right) \left(\frac{35308}{35308} \right) (1.2)(11793) = 14152\#$$

SECOND FLOOR N/S

$$V_2 = \frac{8864 \times 1/2}{24'} = 185\% < 200\% \text{ O.K.}$$

E/W

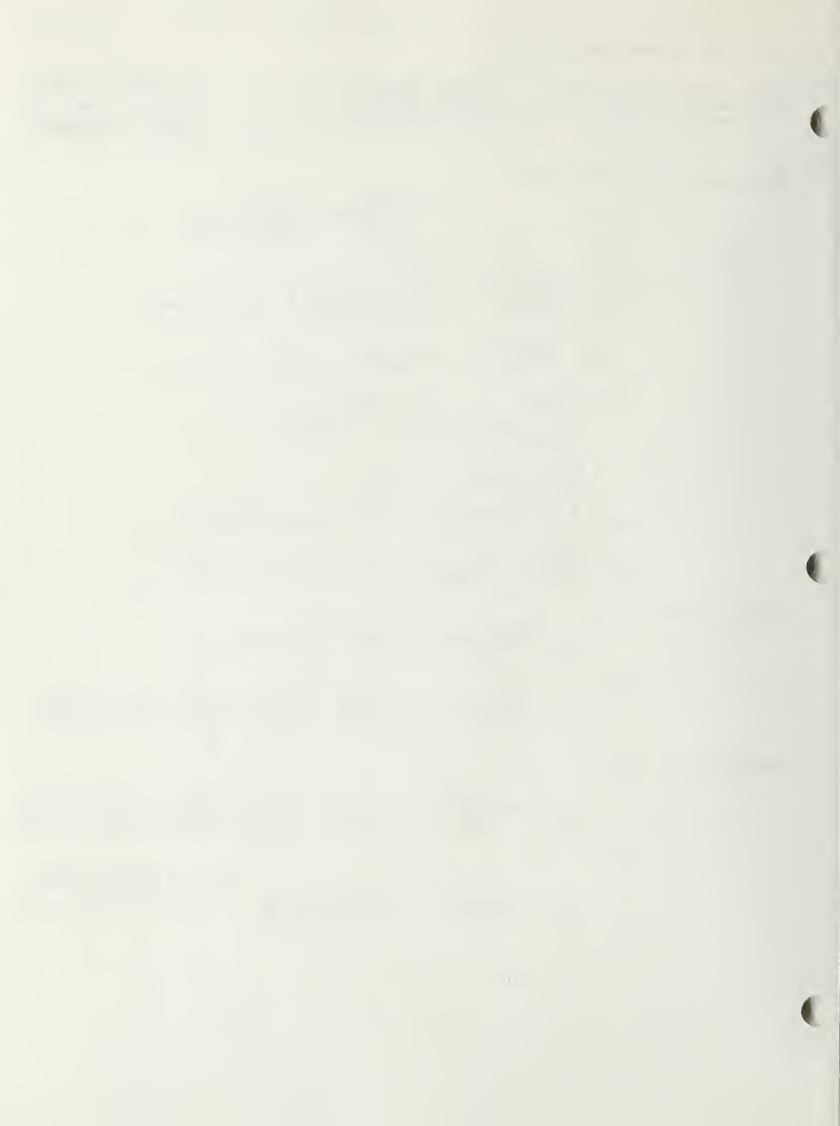
$$V_2 = \frac{8864 \times 1/4}{6'} = 369\% > 200\% \text{ need to provide detail analysis on following pages}$$

FIRST FLOOR N/S

$$V_1 = \frac{14152 \times 1/2}{23'} = 308\% > 200\% \text{ need to provide detail analysis on following pages}$$

E/W

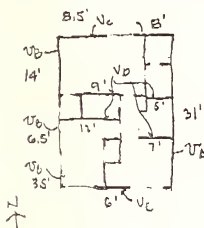
$$V_1 = \frac{14152\#}{12.5'} = 1132\% > 400\% \text{ need to provide detail analysis on following pages}$$



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JOB NO. 4953 SH 1200B-6
NO. 14 OF 21
BY CEL DATE 2/25/99

SECOND FLOOR ANALYSIS



$$F_N = 0.6763(8487 + 4772 + 2618 + 4991 + 2110 + 533)(0.103) = 1628^{\#}$$

$$F_E = 0.6763(8487 + 6820 + 1988 + 4991 + 2262 + 727)(0.103) = 1761^{\#}$$

$$V_A = \frac{1638 \times 1/2}{31} = 26\% < 100\% \text{ O.K.}$$

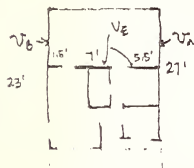
$$V_B = \frac{1638 \times 1/2}{29} = 34\% < 100\% \text{ O.K.}$$

$$V_C = \frac{1761 \times 1/4}{16.5'} = 27\% < 100\% \text{ O.K.}$$

$$V_D = \frac{1761 \times 1/2}{33'} = 27\% < 100\% \text{ O.K.}$$

$$V_E = \frac{1761 \times 1/4}{6'} = 73\% < 100\% \text{ O.K.}$$

FIRST FLOOR ANALYSIS



$$F_N = (23311)(0.103) = 2422^{\#}$$

$$F_E = (25275)(0.103) = 2603^{\#}$$

$$V_A = \frac{2422 \times 1/2}{27'} = 45\% < 100\% \text{ O.K.}$$

$$V_B = \frac{2422 \times 1/2}{23'} = 53\% < 100\% \text{ O.K.}$$

$$V_E = \frac{2603}{12.5'} = 208\% < 3/8" \text{ PWD. w/ Bd } 6" \text{ G.F.} = 320\% \text{ O.K.}$$

5/8" A.I.C. 2'-0" G.F. = 241\% > 53\% < 106\% O.K.

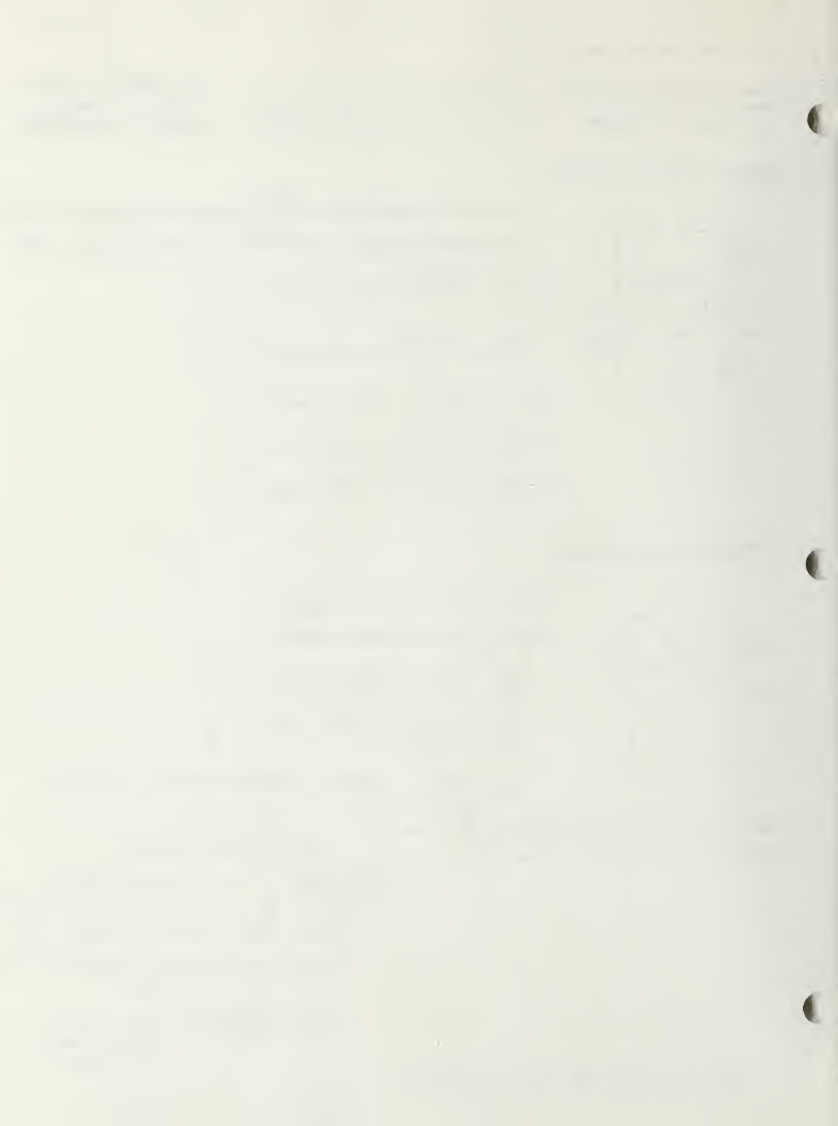
5/8" A.I.C. 2'-0" G.F. = 482\% > 208\% O.K.

Check Uplift to Shear Wall E

$$\begin{aligned} 1145^{\#} & \rightarrow \begin{array}{c} \text{Diagram of Shear Wall E: 8.03' high, 5.5' wide. Uplift force 1145\# is shown at the top.} \end{array} \\ W &= (7.052 \times 6') = 42^{\#} \\ -W &= (6.087 \times 5.02 \times 5.5') = 267^{\#} \\ 8.03' \text{ O.T.H.} &= 1145^{\#} \times 8.03' = 9252^{\#} \\ R.O.T.H. &= (0.85) [(267 \times 2.75) + (42 \times 5.02 \times 2.75)] \\ &= 1164^{\#} \end{aligned}$$

$$\text{UPLIFT} = \frac{9252 - 1164}{5.5} = 1470^{\#} \text{ uplift holdown provided is adequate}$$

Existing Lateral System is Adequate



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111 MAIDEN LANE, SUITE 800
SAN FRANCISCO, CA 94108-5320

1200 Series

Unit type c

JOS NO. 4983 SH. 1200-1
NO. 15 OF 21
BY GCL DATE 12/1/98

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook sections indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity ($A_s = 0.4$). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

- (T) F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction) (Sec. 3.1)
- (T) F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in two directions
- T (F) VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked.
- (T) F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.3.1)
- (T) F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.3.2)

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5408 S. UNIVERSITY AVE.
CHICAGO, ILL. 60637

TO: THE DIRECTOR, NATIONAL BUREAU OF STANDARDS
WASHINGTON, D. C. 20535

FROM: DR. J. H. GOLDSTEIN, CHAIRMAN
COMMITTEE ON THE RECOMMENDATION OF
THE INTERNATIONAL UNION OF PURE AND APPLIED CHEMISTRY
ON THE Nomenclature of the
ELEMENTS OF THE PERIODIC TABLE

SUBJECT: RECOMMENDATION OF THE
INTERNATIONAL UNION OF PURE AND APPLIED CHEMISTRY
ON THE Nomenclature of the
ELEMENTS OF THE PERIODIC TABLE

1. The International Union of Pure and Applied Chemistry (IUPAC) has recommended the following nomenclature for the elements of the periodic table:

2. The elements are named in accordance with the following rules:

3. The elements are named in accordance with the following rules:

4. The elements are named in accordance with the following rules:

5. The elements are named in accordance with the following rules:

6. The elements are named in accordance with the following rules:

7. The elements are named in accordance with the following rules:

8. The elements are named in accordance with the following rules:

9. The elements are named in accordance with the following rules:

10. The elements are named in accordance with the following rules:

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SAN FRANCISCO, CA 94108-5229

1200 Series

Unit type C

JOB NO. 4983 SH. 1200-2

NO. 16 OF 21

BY: ccl DATE 12/17/91

SHEAR WALLS

- T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec 5.6.1) Analysis based on Sec. 34036 provided
- T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A
- T (F) WALL REQUIREMENTS: All walls supporting tributary areas of 24 to 160 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (H/D) ratio of 1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either Shear or Small and uplift is not a problem or hold-down is provided.
- T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

- T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than 50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (There are no openings)
- (T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)
- (T) F SPANS: All diaphragms with spans greater than 24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

- (T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 2.4.7)
- T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (2.4.3) N/A



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SAN FRANCISCO, CA 94109-3329

JOB NO. 4983 SH 1200-3
NO. 17 OF 21
BY act DATE 12/17/99

ANALYSIS OF 1200 SERIES UNITS

Roof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
TRUSSES @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum Board	2.5 PSF
Miscellaneous	0.5 PSF
	<u>11.0 PSF</u>

Exterior Wall

Stucco	8.0 PSF
2x4 @ 16"	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	<u>14.0 PSF</u>

Party Wall

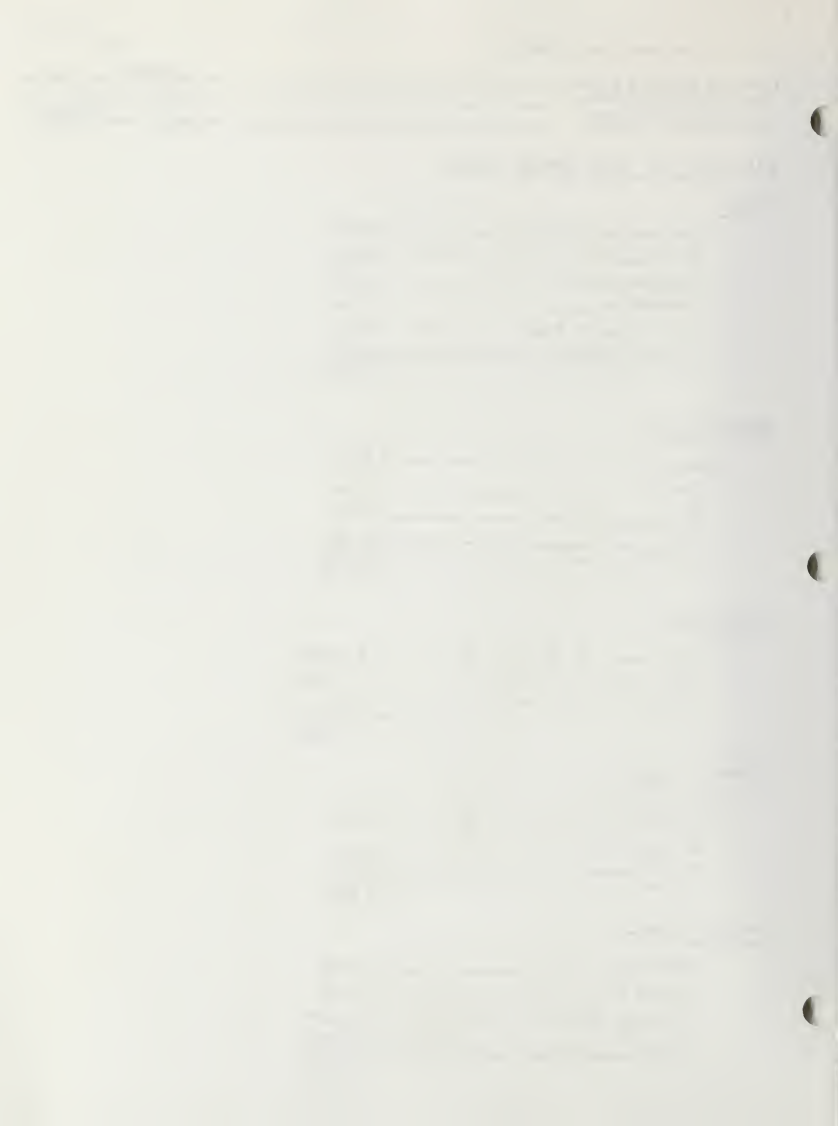
2 - layers of 5/8" gyp. bd.	8.4 PSF
2x4 @ 16"	1.1 PSF
Misc.	0.5
	<u>10.0 PSF</u>

INTERIOR WALL

1/2" Gyp. Board	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. Board	2.2 PSF
Miscellaneous	0.5 PSF
	<u>6.0 PSF</u>

SECOND FLOOR

5/8" PWD.	1.5 PSF
2x10 @ 16"	2.8 PSF
1/2" Gyp. Board	2.2 PSF
Misc.	0.2 PSF
	<u>7.0 PSF</u>



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1200 Series

Type C Units

JOB NO. 49832 SH 1200-4
NO. 18 OF 21
BY CCL DATE 12/17/98

Calculate Mass of Roof

$$\text{Roof} = (11.0\text{PSF} \times 24' \times 34') + (7.0\text{PSF} \times 2' \times 24' \times 2) = 9648\#$$

N/S

$$\text{Second Floor Party Walls} = [(10.0\text{PSF} \times 34' \times 11' \times 2)] = 7480\#$$

$$\text{Second Floor Interior Walls} = (6.0\text{PSF} \times 51' \times 8.08') = 2472\#$$

E/W

$$\text{2nd Flr. Ext. Walls} = [(14.0\text{PSF} \times 24' \times 8.08' \times 2)] - [(6.0\text{PSF} \times 6' \times 4' \times 4')] = 4854\#$$

$$\text{2nd Flr. Int Walls} = [(6.0\text{PSF} \times 56' \times 8.08')] = 2715\#$$

$$\text{Second Floor} = (7.0\text{PSF} \times 24' \times 34') = 5712\#$$

N/S

$$\text{1st Flr. Party Walls} = (10.0\text{PSF} \times 34' \times 4.04' \times 2) = 2747\#$$

$$\text{1st Flr. Interior Walls} = (6.0\text{PSF} \times 40' \times 4.04') = 970\#$$

E/W

$$\text{1st Ext Walls} = [(14.0\text{PSF} \times 24' \times 4.04' \times 2)] - [(6.0\text{PSF} \times 22' \times 2)] = 2223\#$$

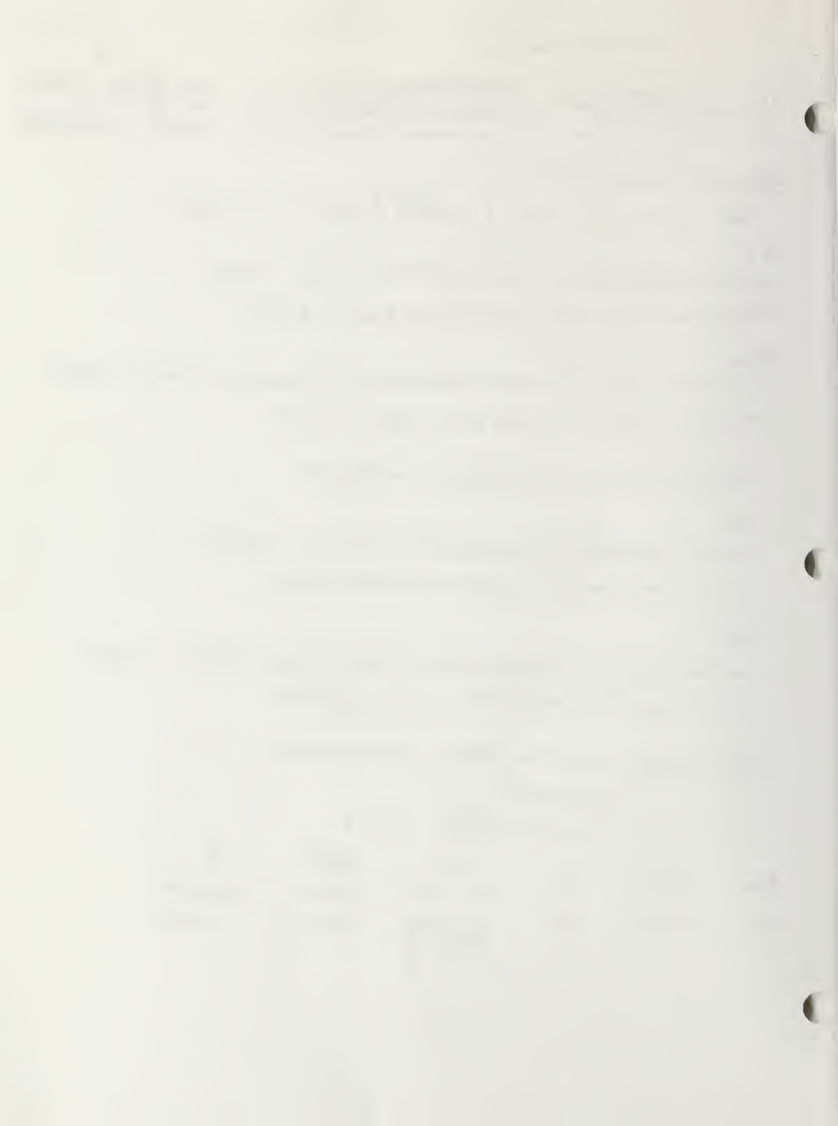
$$\text{1st Int Walls} = [(6.0\text{PSF} \times 37' \times 4.04')] = 897\#$$

SEISMIC LOADS (USING SEC. 3403.0 S.F. Code Forces)

$$V = 0.103W$$

$$V = 0.103 \times 39718 = 4091\#$$

	W_x	h_x	$W_x h_x$	$\frac{W_i h_i}{\sum W_i h_i}$	F_x
ROOF	18409	19.1'	351612	0.6707	2744#
2ND	21309	8.1'	172603	0.3293	1347#
			524215		



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SAN FRANCISCO, CA 94108-5329

1200 Series

Type C Units

JOB NO 4983 SH. 1200.4a

NO. 19 OF 21

BY ecl DATE 12/24/99

Quick Check of Shear Walls

$$V = C_s W$$

$$T = \frac{0.05 h_n}{\sqrt{f_c}} = \frac{0.05 \times 17}{\sqrt{30}} = 0.16 \text{ sec.}$$

$$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_d = 0.4$$

$$C_s = \frac{0.80 A_v S}{R T^{1/2}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5) (0.16)^{1/2}} = 0.334 \leftarrow \text{Governs}$$

$$C_s = \frac{2.12 A_d}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$$V = 0.334 W$$

$$W = 39718^{\#}$$

$$V_{max} = 0.334 \times 39718 = 13266^{\#}$$

$$V_j = \left(\frac{n+1}{n+1} \right) \left(\frac{W_j}{W} \right) (1.2) (V)$$

$$V_2 = \left(\frac{2+2}{2+1} \right) \left(\frac{18409}{39718} \right) (1.2) (13266) = 9838^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1} \right) \left(\frac{39718}{39718} \right) (1.2) (13266) = 15919^{\#}$$

Second Floor N/S

$$V_2 = \frac{9838 \times 1/2}{27'} = 182\% < 200\%$$

E/W

$$V_2 = \frac{9838}{46'} = 213\% > 200\% \quad \text{Need to provide detail analysis on following pages}$$

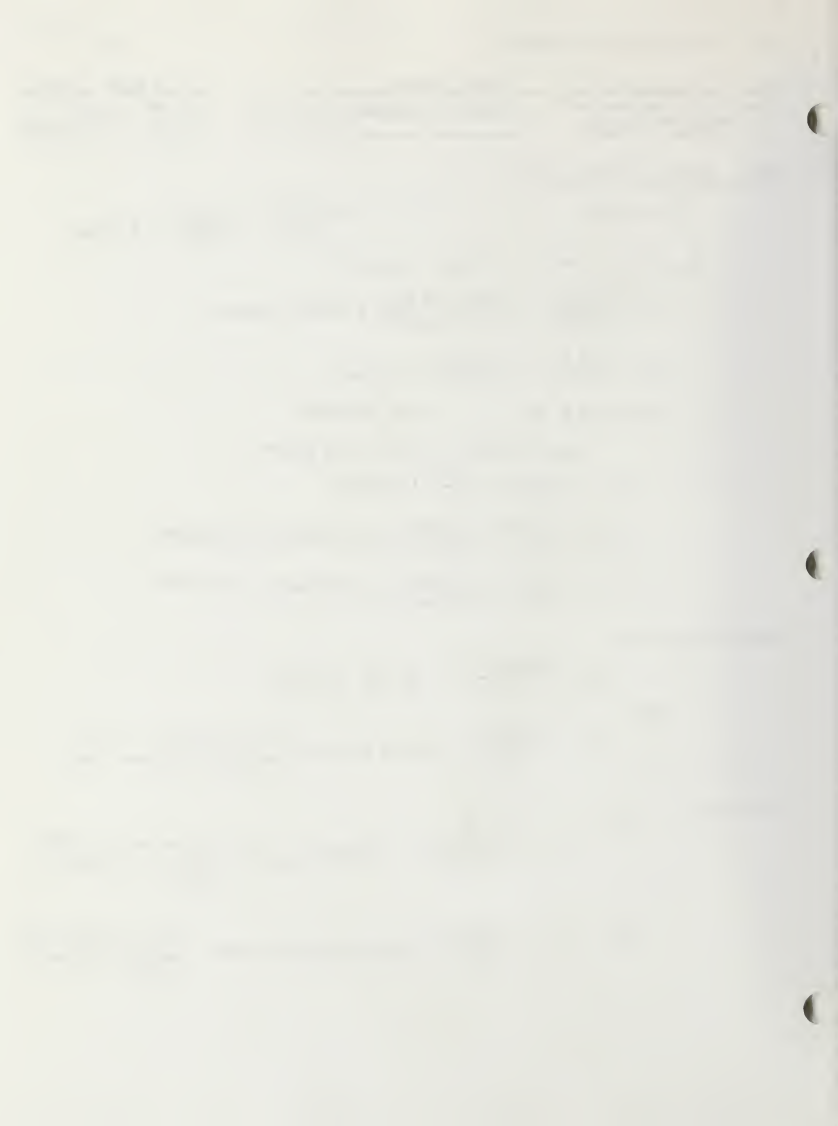
First Floor

N/S

$$V_1 = \frac{15919 \times 1/2}{24.5} = 324\% > 200\% \quad \text{Need to provide detail analysis on following pages}$$

E/W

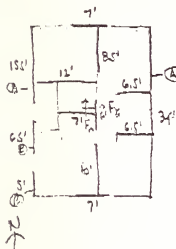
$$V_1 = \frac{15919}{14'} = 1137\% > 400\% \text{ per ACI} \quad \text{Need to provide detail analysis on following pages}$$



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JOB NO. 4783 SH 700-5
NO. 20 OF 21
BY ECL DATE 12/17/96

SECOND FLOOR ANALYSIS



$$F_u = 0.6707 (9648 + 4854 + 1215 + 5712 + 2223 + 897) (0.103) = 1800\#$$

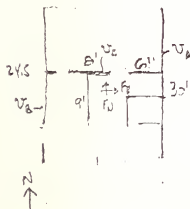
$$F_E = 0.6707 (9648 + 7480 + 2472 + 5712 + 2747 + 970) (0.103) = 2005\#$$

$$U_A = \frac{1800 \times 1/2}{34'} = 27\% < 50\% \text{ on}$$

$$U_B = \frac{1800 \times 1/2}{27'} = 33\% < 50\% \text{ on}$$

$$U_E = \frac{2005}{46'} = 44\% < 50\% \text{ on}$$

FIRST FLOOR ANALYSIS



$$F_u = 0.3293 (9648 + 4854 + 1215 + 5712 + 2223 + 897) (0.103) = 884\#$$

$$F_E = 0.3293 (9648 + 7480 + 2472 + 5712 + 2747 + 970) (0.103) = 985\#$$

$$F_{u \text{ total}} = 1800 + 884 = 2684\#$$

$$F_{E \text{ total}} = 2005 + 985 = 2990\#$$

$$U_A = \frac{2684 \times 1/2}{30} = 45\% < 50\% \text{ on} \quad U_E = \frac{2684 \times 1/2}{24.5} = 55\% < 60\% \text{ on}$$

$$U_R = \frac{2990}{141} = 214\% \text{ 120'}$$

$$7/8" \times 4' \times 6' \text{ G.C. } 241\% > 55\% \times 110\% \text{ on}$$

$$7/8" \times 6' \times 3' \text{ G.C. } 361\% > 214\% \text{ on}$$

$$\begin{aligned} &< 7/8" \times 20' \\ &W 8 \times 47 \\ &G.F. = 720\% \end{aligned}$$



$$W = (7.08 \times 6') = 42\%$$

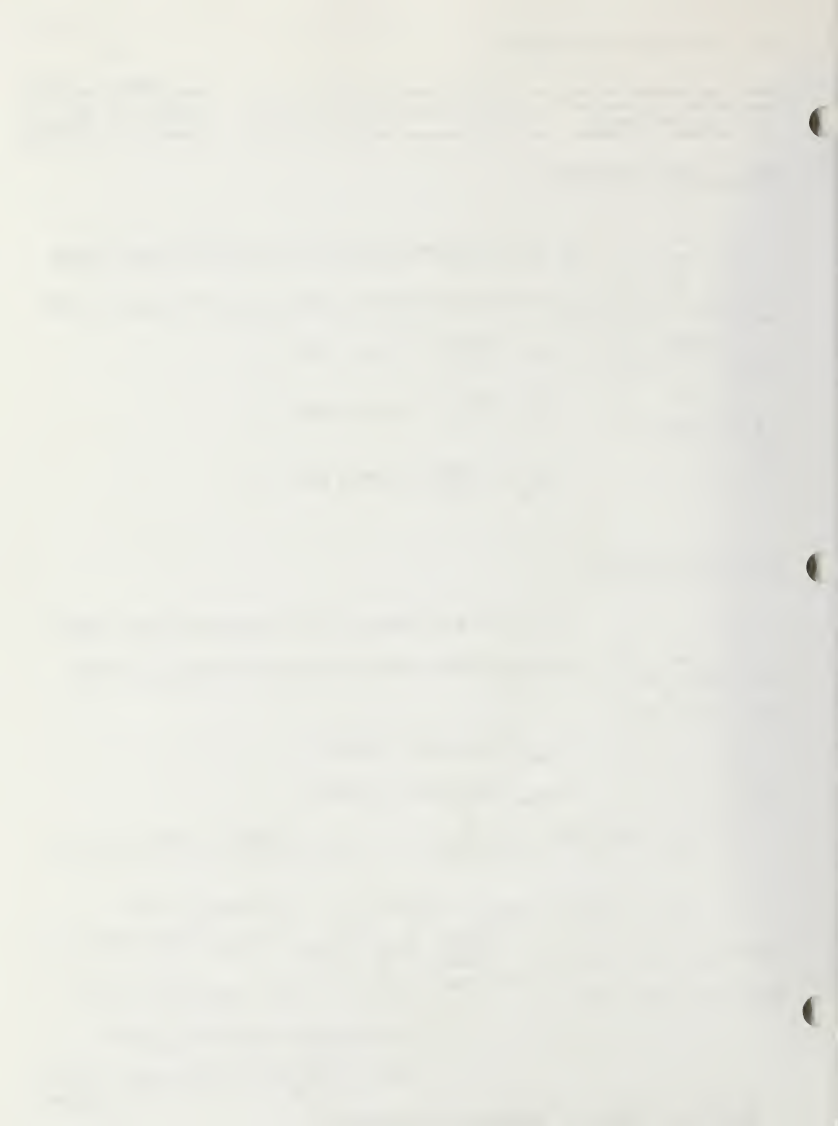
$$W = (6.08 \times 8' \times 6') = 291\%$$

$$0.7 \times 11.1 = 1281 \times 8.06' = 10350\#$$

$$0.7 \times 11.1 \times [(0.85)(291 \times 3') + (42 \times 6 \times 3)] = 1385\#$$

$$UPLIFT = \frac{10350 - 1385}{6} = 1495\# \text{ uplift hollow provided is adequate}$$

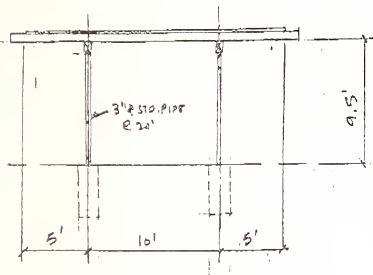
Existing lateral System is Adequate



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111 MAIDEN LANE, SUITE 300
SAN FRANCISCO, CA 94108-5228

Carport Analysis for 1200 Series

JOB NO. 44B3 SH. CP-1
NO. 21 OF 21
BY ed DATE 2/24/99

TYPICAL CARPORT 90° PARKING / 45° PARKING SIMILAR (Reference Sheet 710)Weight of Material

Built up roof	5.0 PSF
3/4" Plywood	2.3 PSF
4x6 @ 4'-0"	1.3 PSF
4x10 Girder	1.2 PSF
Miscellaneous	0.2 PSF
	10.0 PSF

SEISMIC LOADS

$$V = 0.75 \times \frac{ZIC}{R_w} W \quad Z = 0.4 \quad I = 1.0$$

$$C = 2.15 \quad R_w = 4$$

$$= 0.75 \times \frac{0.4 \times 1.0 \times 2.15}{4} W = 0.20625 W$$

$$F_p = 0.75 \times Z \times I_p \times C_p \times W_p \quad Z = 0.4 \quad I_p = 1.0 \quad C_p = 0.75$$

$$= 0.75 \times 0.4 \times 1.0 \times 0.75 \times W_p = 0.225 W_p \leftarrow \text{Governs}$$

$$F_p = (0.225) (10.0 \text{ PSF} \times 10' \times 20') = 450 \text{ \#}$$

$$\text{Max. Mom @ base of 3\"/>$$

3" dia. Pipe

$$A = 2.23 \text{ in}^2$$

$$I = 3.10 \text{ in}^4$$

$$S = 1.72 \text{ in}^3$$

$$f_b = \frac{4.28 \times 12}{1.72} = 29.9 \text{ ksi} < 29 \times 1.33 = 31.92 \text{ ksi, ok.}$$

Existing Lateral System for Carport is Adequate

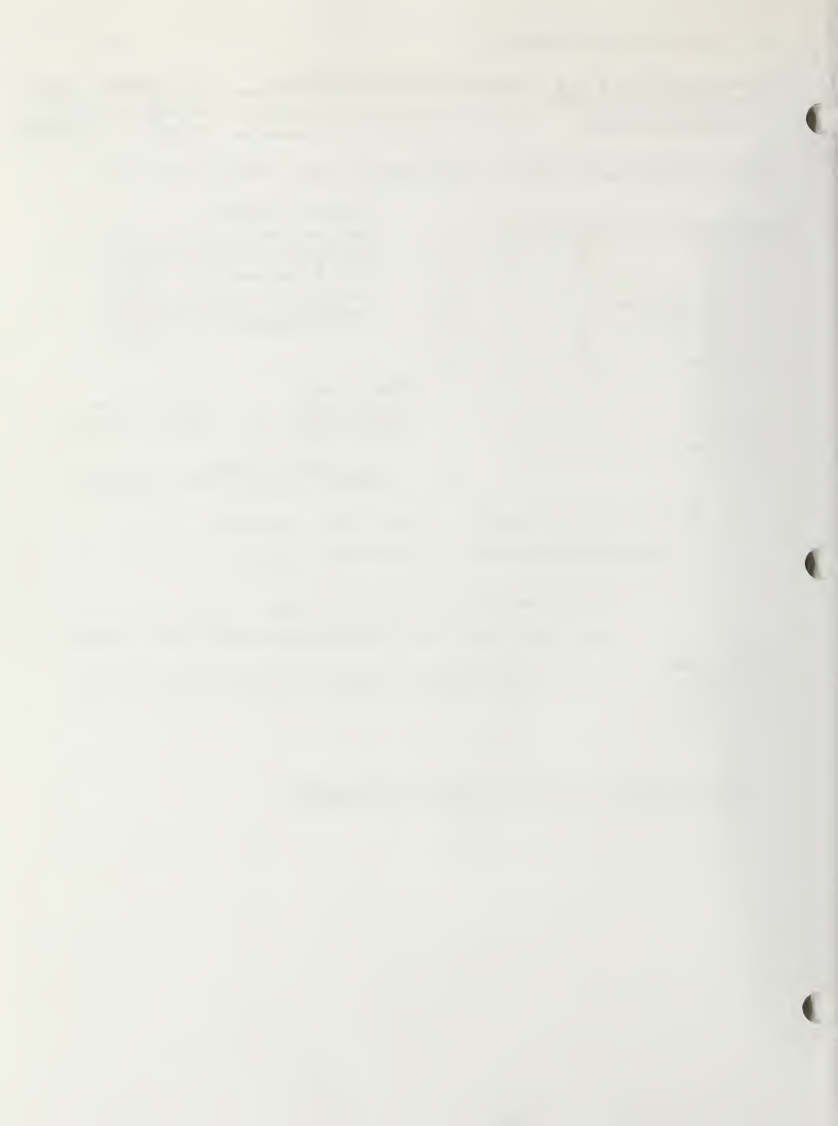


Exhibit E

Exhibit F

Dean Woodbrice



CODE COMPLIANCE EVALUATION

of

BUILDING 1252

at

FORMER NAVAL STATION

TREASURE ISLAND

San Francisco, California

Prepared for:

City & County of San Francisco
Mayor's Treasure Island Project

Prepared by:

City and County of San Francisco
Department of Building Inspection
Fire Department, Bureau of Fire Prevention

January 1999



OFFICE OF THE ATTORNEY GENERAL

STATE OF NEW YORK

IN SENATE

JANUARY 10, 1900

REPORT OF THE

COMMISSIONER

INTRODUCTION

This report is the result of code compliance inspections of selected buildings on former Naval Station Treasure Island in San Francisco, California. The inspections were requested by the Mayor's Treasure Island Project staff on an as-needed basis.

Inspections were performed by a team coordinated by the Department of Building Inspection (DBI) and comprised of a building inspector, electrical inspector, plumbing inspector, fire prevention inspector, and disability access specialist. Mechanical inspection responsibilities were shared by the building and plumbing inspectors.

★Treasure Island Point Inspection Team - Zan Turner, Inspection Coordinator			
Tom Corlett	Primary Building Inspector	Norman Gutierrez	Alternate Building Inspector
Dennis King	Primary Plumbing Inspector	Alex Kwan	Alternate Plumbing Inspector
David Green	Primary Electrical Inspector	Molly Martin	Alternate Electrical Inspector
Neil Friedman	Primary Access Inspector	Spencer Gosch	Alternate Access Inspector
Pete Schembri	Primary Fire Inspector	Pat Stranahan	Alternate Fire Inspector

SCOPE OF INSPECTION

The scope includes inspection of accessible portions of buildings selected by the Mayor's Treasure Island Project staff for compliance with the requirements of currently adopted editions of the City and County of San Francisco Building Code [SFBC], Mechanical Code [SFMC], Electrical Code [SFEC], Plumbing Code [SFPC], Housing Code [SFHC], and Fire Code [SFFC]; the Uniform Building Code [UBC]; the California Building Code [CBC]; the Uniform Fire Code [UFC]; the National Fire Prevention Association Code [NFPA]; and the State of California Title 24 Accessibility Standards. The State Historical Building Code [SHBC], Part 8, Title 24, California Code of Regulations, applies to buildings qualified as historical structures by authorized federal, state or local agencies. Historical provisions are not cited in the report but supersede some requirements of other codes. Seismic evaluation and rehabilitation design is based on FEMA (Federal Emergency Management Agency) - 178, titled *NEHRP (National Earthquake Hazard Reduction Program) Handbook for the Seismic Evaluation of Existing Buildings*, dated June 1992.

The Department of Building Inspection and the Fire Department procedure for inspecting buildings located on former military bases is to inspect the buildings for compliance with the "applicable codes", which are defined as the codes to which the buildings were originally constructed. Any life-safety, fire safety, health or sanitation hazards must be corrected before a Temporary Certificate of Occupancy (TCO) may be issued and prior to occupancy of a building. For commercial buildings ONLY, upon DBI approval of a written compliance program, all other deficiencies may be corrected to comply with applicable building code requirements in a graduated manner over a period of up to 3 years. A Certificate of Final Occupancy and Completion (CFC) would then be issued. This procedure is consistent with the current requirements of California Health and Safety Code Sec. 18941.7, which is contained in SFBC Sec. 3406. For residential buildings, currently no deferral applies; we expect a 3 year deferral similar to that for commercial buildings to become effective in Spring 1999.

Disabled access requirements to comply with the American Disabilities Act [ADA] are applicable to all buildings that house programs assisted by federal funding, and may apply to buildings on Former



Naval Station Treasure Island. Title 24 requirements are used for disabled access compliance.

Geotechnical evaluation is not included but is of critical importance for all buildings on Former Naval Station Treasure Island. The entire island is depicted as susceptible to liquefaction in the Seismic Hazard Zones Map released April 7, 1997 by the California Department of Conservation, Division of Mines and Geology. Many previous geotechnical studies have determined that the island, comprised largely of land fill, is at particular risk for earthquake damage. Geotechnical vulnerability should be considered in evaluating potential building occupancies and plans for retrofit or renovation. More detailed geotechnical information is outlined under Geotechnical Considerations.

REPORT CONTENTS

This report includes the following information:

- ♦ Building number and interim address
- ♦ Brief description of building size, age, and construction
- ♦ Original and proposed uses and occupancy classifications
- ♦ Plans/construction documents used for reference
- ♦ List of building deficiencies, referencing specific sections of appropriate currently adopted codes
- ♦ List of building deficiencies requiring gradual correction under "applicable codes"
- ♦ List of general conditions and maintenance items
- ♦ Disabled access issues

Remodeling or other construction may trigger requirements to bring buildings into compliance with current codes, including seismic retrofit and disabled access requirements. Change of occupancy classification would trigger such requirements. Electrical service requirements will depend upon equipment and lighting installed to meet specific uses. Plumbing and mechanical requirements will apply to the actual equipment used and to the number of occupants being served. Some disabled access requirements will depend upon the number of people who will use the facilities.

Disabled access issues are listed at the end of the inspection report for each building. Because some of the apartment buildings may be utilized for publicly funded purposes or programs, the Americans with Disabilities Act (ADA) may affect the amount of code upgrades needed even if no remodeling is planned. DBI does not enforce ADA requirements, which are intended to be performance standards. DPW reviews drawings for proposed construction to verify ADA compliance, and the Mayor's office addresses ADA programmatic issues. For privately funded apartment buildings, Title 24 accessibility compliance is *not* required and is *not* triggered by remodeling, renovation or additions.

Code deficiencies are those observed during inspection, without access to all portions of some buildings and without using destructive means to determine materials and construction methods that were covered. Other violations may be concealed and may become evident during repairs or remodeling. In almost all cases, the structural elements were covered by architectural finishes, and framing and connections were not visible. There was no cover removal and tests were not performed on structural materials.

Street addresses reported are those temporarily assigned by the SFPD Emergency 911 Coordinator.

Geotechnical Considerations

In preparing this report consideration has been given to information contained in a geotechnical report prepared by Treadwell & Rollo, Inc., titled "Geotechnical Report, Treasure Island Reuse



Project, Treasure Island, California," dated July 26, 1995. This geotechnical report outlines the expected behavior of the Island if subjected to a major earthquake located on either the Hayward or San Andreas Fault.

The geotechnical report predicts the probability of soil liquefaction, lateral spreading, and lateral failure of the perimeter dikes. It is predicted that the Island could experience up to two feet of liquefaction-induced settlement in localized areas, and greater than ten feet of lateral spreading displacement at any location along the Island perimeter dike. The predicted lateral spreading displacements are expected to be characterized by more-or-less uniform cracking across the Island from the perimeter dike toward the center of the Island with the greater displacements occurring within 100 feet of the shoreline. Buildings could therefore move up to 10 feet laterally and have up to 24 inches of differential lateral spreading displacements across the building plan as a result of the lateral spreading.

There is a possibility that the lateral spreading displacements may not be uniform and that cracks greater than 12 inches in width may develop at localized areas. Although it is unlikely to occur, severe lateral soil movement greater than 18 inches or non-uniform local lateral spreading could result in partial building collapse even if a building is seismically strengthened. Since the probability of severe local lateral spreading occurring at any given building site is small, the threat of partial collapse is correspondingly small.

Existing utility lines entering the buildings may not be capable of withstanding the ground movements predicted on the island. Consideration should be given to installing emergency shut-off devices on water, gas, and electrical lines entering each building and entering the entire site.



1200 Series Apartment Buildings

These buildings were constructed while the property was under the control of the Federal Government and were not subject to state or municipal building codes [SFBC Sec. 106.2.14]. The buildings are allowed to continue their existing use without any modifications being required [SFBC Sec. 3401]. Modifications undertaken voluntarily may trigger requirements for complete seismic retrofit, disabled access improvements, or compliance with current code provisions.

Structural inspection/seismic evaluation was not provided for these buildings by DBI. An inspection in accordance with FEMA 178 inspection guidelines will be required prior to issuance of a Certificate of Final Occupancy and Completion (CFC) for each building.

The 1200 series apartment buildings vary from 4-8 two-storey units per building. Each unit has 2-4 bedrooms on the second story, ½ bath on the first floor, and 1-1¾ baths on the second floor.

The information immediately below applies to all buildings in this series. Specific information follows regarding the building covered by this report and its units.

Year Constructed: 1969

Applicable Code: 1967 UBC

No. of Stories: 2, no basements

Type Construction: SFBC classification - Type V-N

Materials: Exterior walls/siding: Wood/aluminum siding (over original stucco)



Interior walls/partitions: Wood studs/gypsum

Roof type/covering: Wood rafters & joists/composition shingles or built-up

Floors: 1st Floor- Concrete/vinyl asbestos tile, linoleum, carpet
2nd Floor- Wood/vinyl asbestos tile, linoleum, carpet

Original Occupancy

Classification/Use: R-1 (multi-unit apartments)

Proposed Occupancy

Classification/Use: R-1

Fixed Fire Sprinklers: No
Protection: Fire hose/cabinets: No
Other: Smoke Alarms - See Fire/Life Safety

General Structural Information/Condition

Building Site: See Geotechnical Considerations on page 3.

Foundation: Concrete, slab on grade - good - no apparent deterioration

Exterior Frame: Wood - not uncovered - assume good condition due to lack of contrary evidence

Interior Frame: Wood - not uncovered - assume good condition due to lack of contrary evidence.
Noted good condition where ceiling joists were exposed in an area of one unit.

Structural Comments: Structural inspection/seismic evaluation was not performed at this time. General observation revealed no obvious structural deficiencies.

Other: Several carports exhibit rotted roof structures, i.e. 4" x 4" beams and rafters, fascia board and plywood sheathing, which could constitute hazards. See reports for associated buildings.

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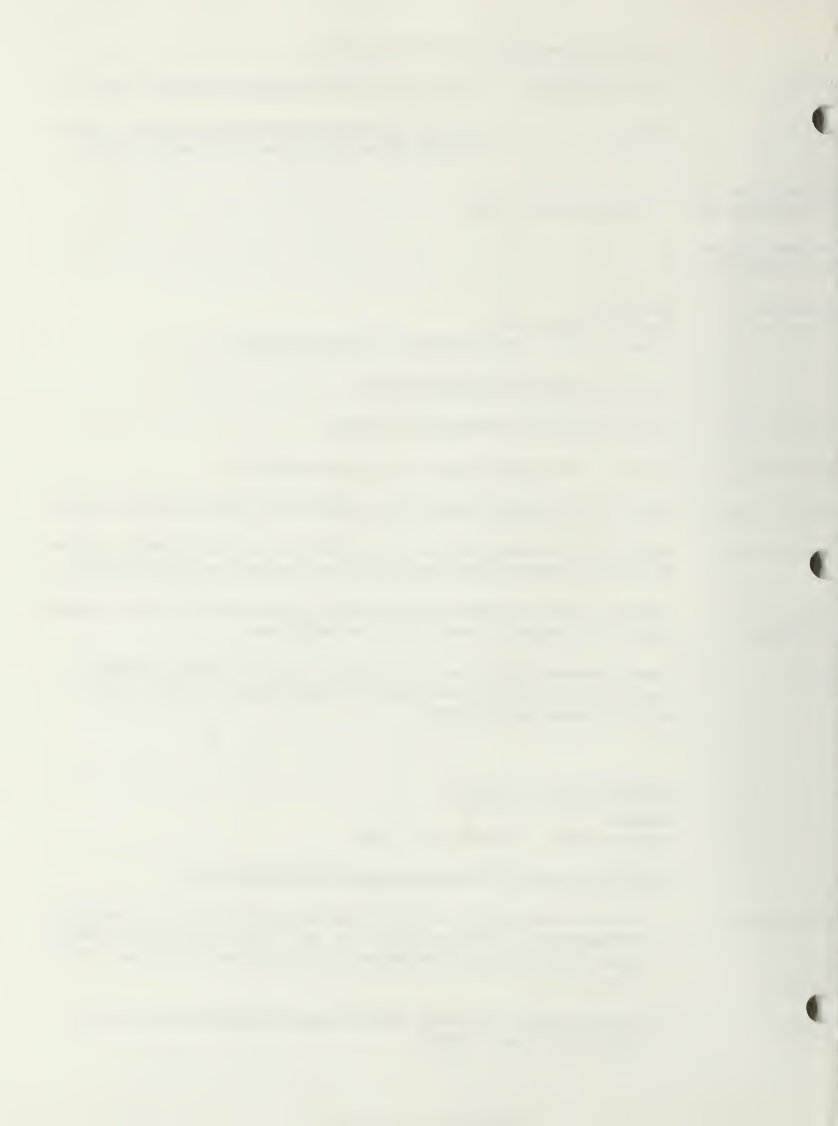
BUILDING 1252 - Units A-F

Address:

Inspection date: November 18, 1998

Code Deficiencies for Immediate Attention per SFBC Sec. 3406:

- Fire/Life Safety:
1. Provide smoke detector protection on all story levels of every unit (hallways and bedrooms). [SFBC Sec. 310.9.1, et. seq.] Test, maintain, and replace or repair all smoke detectors located within each living unit. [UFC Sec. 1001.5 & 1007.2.9.2]
 2. Remove weeds, grass, vines and other vegetation determined to be a fire hazard. [UFC Sec. 1103.2.4]



3. Street signs are missing from some intersections. Additional street signs may be needed to help fire or medical response crews find addresses in emergency situations. Fire suppression units to survey and make recommendations as necessary. [UFC Sec. 901.4.5]

Exiting: OK

- Electrical:
1. Repair the deteriorated grounding electrode conductor raceway between the ground rods. [SFEC Sec. 90-4]
 2. Bond the cold water pipe system to the grounding electrode system. [NEC (1965) Sec. 250-81]
 3. Connect the grounding electrode conductor directly to the grounded conductor (neutral) in the main disconnecting means enclosure as required by NEC (1965) Sections 250-23 and 250-52.

Plumbing: Plumbing deficiencies for immediate attention may constitute health hazards. Hose bibb in front of the building lacks vacuum breaker. [UPC Sec. 603.0]

Code Deficiencies for Gradual Correction per SFBC Sec. 3403 & 3406:

- Plumbing:
1. Vent termination for the boiler room lacks clearance from vertical surface. [1967 UPC Sec. 1317(c)]
 2. Combustion air openings in the boiler compartment are insufficiently sized. [1967 UPC Sec. 1307]

General Condition & Deficiencies per current SFBC Sec. 3402 & 3403:

Exterior

Siding: Aluminum over original stucco - Good

Doors: Wood - Good

Windows: Vinyl clad aluminum - Good, except for minor damage at Unit E

Trim: Aluminum - Screens damaged/missing

Stairs: None

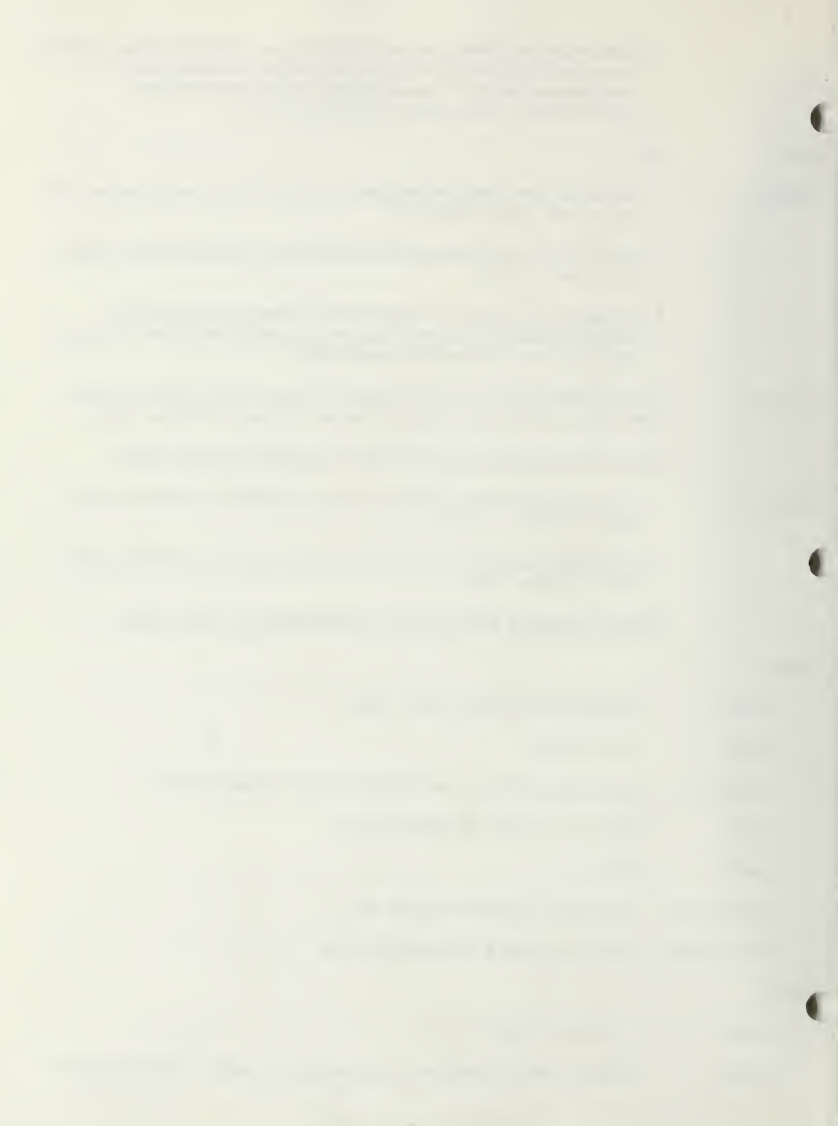
Roof covering: Composition shingles or built-up - Fair

Roof drainage: Aluminum gutters and down-spouts - Fair

Interior:

Walls: Gypsum - Good

Floors: Concrete & wood covered with linoleum, tile, and carpet - Minor damage in



some units. Linoleum peeling at seams and junctions; floor tiles chipped or cracked; living room carpeting stained.

Ceilings:	Gypsum - Good
Doors:	Wood - Good
Light and ventilation:	Natural - Good
Sanitation:	OK
Stairs:	Wood - Good
Electrical:	Provide secure support for the circulating pump outlet boxes in the boiler rooms. [SFEC Sec. 90-4]
Plumbing:	Gas shutoff for kitchen range is inaccessible in all units. [UPC 1211.13]

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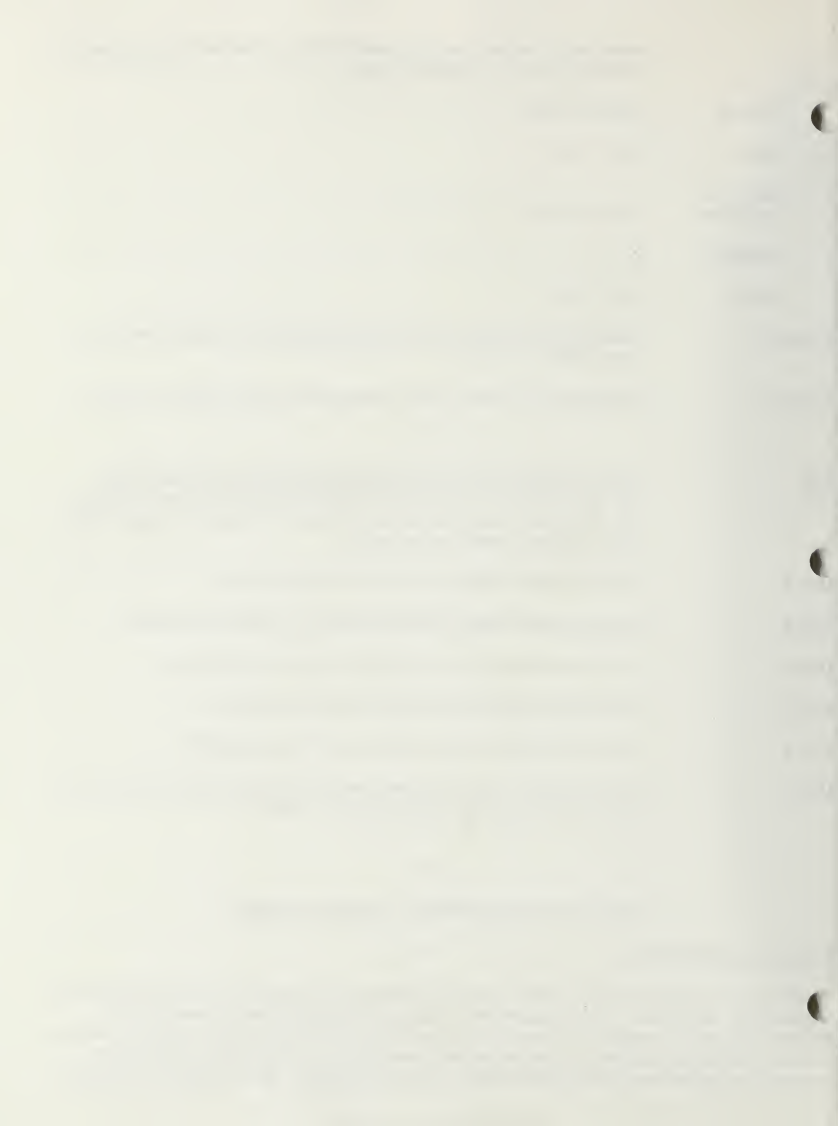
<u>Unit</u>	<u>General Condition & Deficiencies per current SFBC Sec. 3402 & 3403:</u> Left, right, front, and rear are as located when facing front door. Minor tile damage consists of chipping and/or cracking of 1-4 tiles; tiles replaced with tiles of a different pattern are not noted.
Unit A	Very minor gypsum damage on left front bedroom wall.
Unit B	Damaged caulk between bathtub and floor in 2 nd floor hall bathroom.
Unit C	Minor tile damage in left front and left and right rear bedrooms.
Unit D	Minor tile damage at threshold and in right front bedroom.
Unit E	Minor tile damage in left front bedroom and in rear bedroom.
Unit F	Minor damage to 1 st floor windows. Very minor tile damage in rear bedroom. Kitchen sink trap seal too deep [UPC Sec. 1005.0]

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DISABLED ACCESS ISSUES - Apartment Buildings

Privately Funded Buildings

Selling units in existing privately funded apartment buildings are exempt from Title 24 accessibility requirements. SFBC Sec. 101.17.9 states that "Access and adaptability requirements for the physically disabled shall apply to all newly constructed privately funded covered multifamily dwelling units in buildings having three or more dwelling units and privately funded shelters intended for occupancy as residences for homeless persons... These regulations... do not apply to the repair of,



rehabilitation of or additions to privately funded apartment houses, condominiums or time-share units."

Publicly Funded Buildings

California Title 24 Section 1111B.5 refers to "Buildings and Complexes Containing Publicly Funded Dwelling Units." Section 1111B.5.1 in effect states that, "buildings and complexes containing publicly funded dwelling units shall be accessible as required by Chapter 11A of Title 24" (covering privately funded housing), but with an important distinction. This is that when renovations, repairs or additions take place to publicly funded buildings containing one or more dwelling units, compliance with Section 1134B of Title 24 is required. Section 1134B requires accessibility upgrades commensurate with project costs.

The disabled access deficiencies listed below are items which may require correction if the building is publicly funded. Remodeling, renovation or additions of publicly funded buildings may trigger regulations that would make the buildings subject to the latest edition of California Title 24 (currently the 1995 Edition with September 28, 1997 amendments, effective April 1, 1998) as adopted by the San Francisco Building Code. Under the current edition, if the amount spent on remodeling exceeds \$86,770 (the "threshold amount"), a fully accessible path of travel serving the area of remodel is required. Below the threshold amount, unreasonable hardships may be considered. If less than the threshold amount is spent, 20% of the construction costs (in addition to those costs) must be spent on an accessible path and features. Unreasonable hardships may be considered for accessible features which would cost more than the 20% required expenditure.

DISABLED ACCESS ISSUES - 1200 SERIES HOUSING

Parking and route to ground floor unit

1. The parking area does not provide an accessible parking space which is 9' wide. [SFBC Sec. 1118A.4.1] Stripe the pavement of the parking area to provide an accessible parking stall.
2. The parking area does not provide an 8' unloading zone for vans. [SFBC Sec. 1118A.4.2] Stripe the pavement of the parking area to provide an accessible parking stall van unloading zone.
3. The parking area does not provide an accessible parking sign located between 3' and 5' above the pavement and including the international symbol of accessibility with the word RESERVED [SFBC Sec. 1118A.4.4] provide an accessible parking sign on a post in front of the parking stall, with the bottom of the sign at 80" above the pedestrian path of travel.
4. A sign which is 17 inches by 22 inches in size with minimum 1 inch high letters and language specific to tow away of unauthorized vehicles at accessible parking spaces, has not been installed in a location visible to all accessible parking spaces [SFBC Sec. 1118A.5.1] Install a 17" by 22" sign on a post in front of the parking stall, with the bottom of the sign at 80" above the pedestrian path of travel.
5. A curb cut and ramp have not been provided at the unloading zone of the accessible parking space which would allow the user of an accessible parking stall to not be compelled to traverse behind parked vehicles other than his or her own vehicle and to instead be able to directly access the sidewalk in front of the parking stall. [SFBC Sec. 1118A.4.3] Provide a curb cut and ramp to the sidewalk from the unloading zone of the accessible parking stall.
6. The pavement of an accessible parking stall has not been provided with a painted outline of a wheelchair with occupant in white on a blue background [SFBC Sec. 1118A.5.1] Provide a 3' square painted logo.
7. A 48" wide accessible route has not been provided from the accessible parking stall to a ground floor building entrance. [SFBC Sec. 1107A.2.1, SFBC Sec. 1107A.2.4 and SFBC Sec. 1107A.12] Install a 48" wide accessible route from the sidewalk to a ground floor unit entrance.



Exterior features of unit

8. A 48" path of travel is not provided to the garbage can storage area. [SFBC Sec. 1107A.2.1] Widen path to garbage can storage area.
9. A 48" path of travel is not provided to the outdoor storage shed. [SFBC Sec. 1107A.2.1] Widen path to storage shed area
10. The door hardware at the storage shed is not a lever, or other accessible type. [SFBC Sec. 1004.14] Install lever hardware.

Unit entrance

11. The exterior landing has a change in level greater than 1/4" without means of a ramp. [SFBC Sec. 1004.9.1a] Install a 36" wide ramp with handrails and top and bottom landings.
12. A clear, level area which is 44" in length has not been provided at the side of the door opposite the swing (push side). [SFBC Sec. 1004.9.2.1a] Lengthen landing; note that SFBC Sec. 1007.4.2a under ramp landings for publicly funded housing requires a top landing of 60" by 60".
13. The exterior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Raise landing; replace threshold.
14. The interior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Replace threshold modify or replace door as needed.
15. The operation of the door requires more than a single effort. [SFBC Sec. 1004.14] Remove screen door.
16. The door hardware is not a lever, or other accessible type. [SFBC Sec. 1004.14] Install lever hardware.

Interior of ground floor unit

Interior stairs to second floor

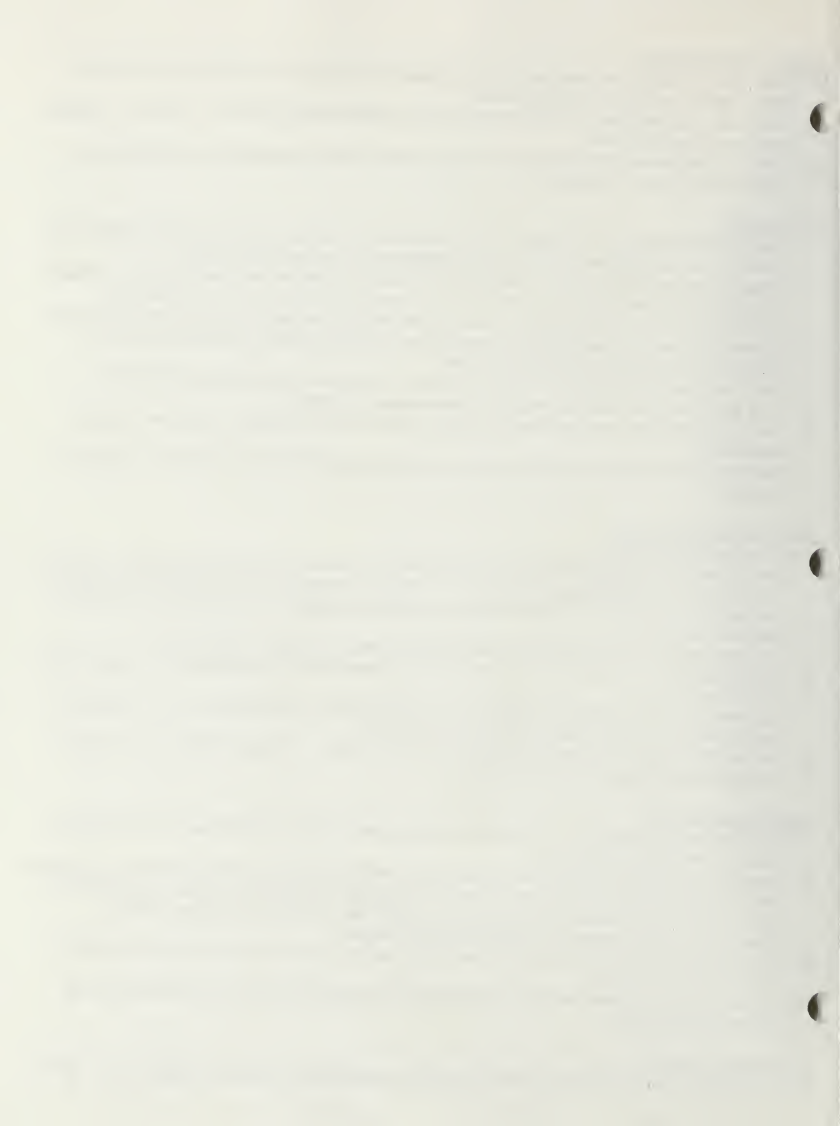
7. The grip portion of the handrail is not provided with a smooth cross sectional dimension between 1-1/4" and 1-1/2". [SFBC Sec. 1006.9.2a.6.1] Replace handrails or add accessible handrails
18. The handrails do not return or terminate in a newel post. [SFBC Sec. 1006.9.2a.3] Install new handrails with returns.
19. The handrails do not extend 12" beyond the top nosing. [SFBC Sec. 1006.9.2a.2]
20. The handrails do not extend 12" plus the width of a tread beyond the bottom nosing. [SFBC Sec. 1006.9.2a.2]
21. The bottom tread and upper approach are not provided with striping which is 2" in width and located within 1" of the nosing. [SFBC Sec. 1006.16.1]
22. The headroom under the stairs is less than 80". [SFBC Sec. 1107A.8] Provide a cane barrier beneath the stairway where less than 80".

Miscellaneous issues

23. Door hardware in general is not a lever or other accessible type. [SFBC Sec. 1004.14] Install lever hardware throughout unit.
24. Closets and shelves including front coat closets, bedroom closets and laundry area shelves have reach ranges greater than 54" above the floor at a depth of more than 10" side reach from an area in which a wheelchair would be parked. [SFBC Sec. 1102A.3 and figure 11B-5D] Rearrange or adjust shelves to accessible reach ranges.
25. The center of the HVAC control is located more than 48" above the floor. [Article 380 SFEC] Lower the HVAC control.
26. The centerline of receptacles is located less than 15" above the floor. [Article 210-6g SFEC] Raise the receptacles.

Ground floor bathroom

27. The doorway to the bathroom does not provide a clear opening width of 32" [SFBC Sec. 1004.6]



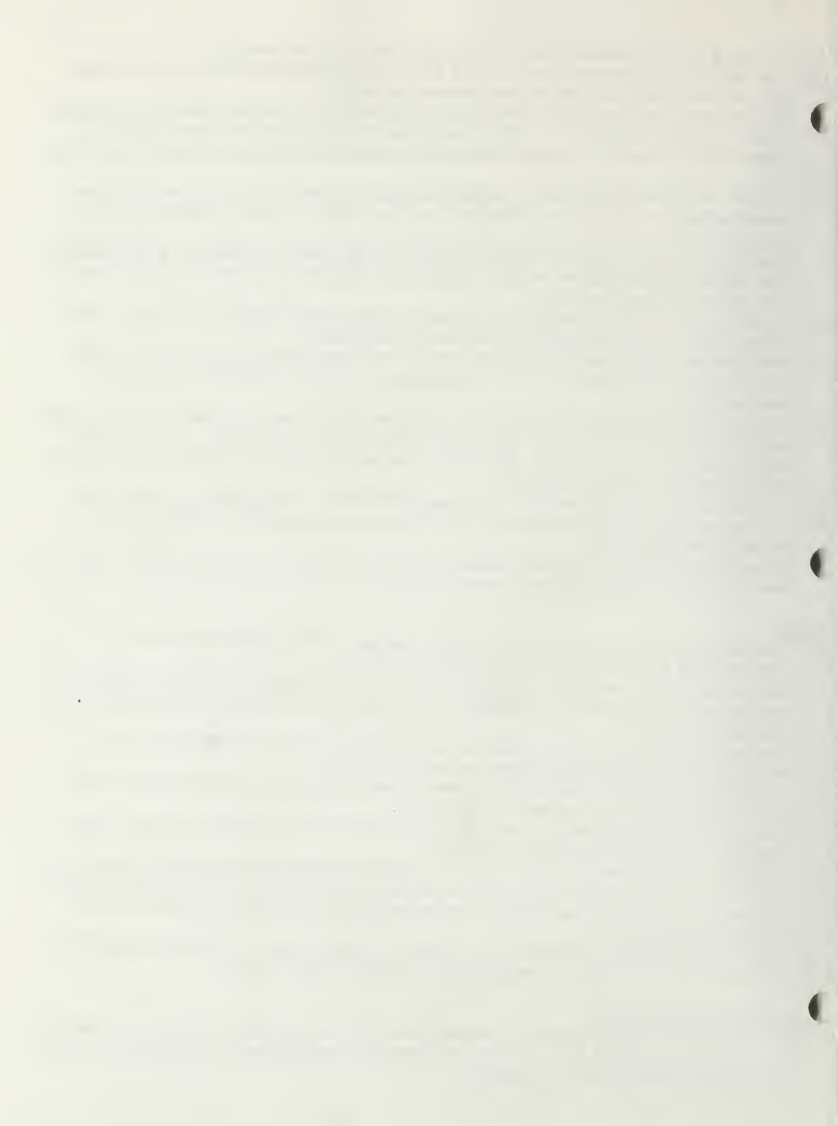
- Reframe wall; install a sliding door with 32" clear width in the open position.
28. The doorway to the bathroom does not have lever or other accessible hardware. [SFBC Sec. 1004.14] Install lever hardware on new bathroom sliding door.
 29. The doorway to the ground floor bathroom does not provide an 18" clearance at the strike edge of the door. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #1] Reframe door in a position which allows an 18" clearance at the strike edge at the interior and exterior sides of the door.
 30. Sufficient maneuvering space is not provided to close and open the door and use the fixtures within the bathroom. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #2] Move wall(s) to expand bathroom.
 31. The location of the doorway does not provide a 30" by 48" space for a person in a wheelchair to enter the bathroom and close the door. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #3] Move wall(s) to expand bathroom.
 32. The toilet is not located a minimum of 1'-6" from an adjacent wall. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #11] move wall adjacent to water closet.
 33. Reinforcement for grab bars has not been provided at the wall at the rear of the toilet. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #9] Open wall at rear of toilet to install grab bar reinforcement.
 34. The lavatory is not located a minimum of 1'-6" from an adjacent wall, is located in the clear space required for opening the door and does not provide knee space. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #12; SFPC 1504.1] Move and replace lavatory to provide 1'-6" from wall and 29" knee clearance at the apron.
 35. The pipes beneath the lavatory are not wrapped [SFBC Sec. 1504.2] Provide pipe wrapping.
 36. The lavatory faucet can not be operated with pinching or grasping [SFPC 1504.2] Install accessible lavatory faucet.
 37. Accessories including the medicine cabinet and mirror are mounted more than 40" above the floor. [SFBC Sec. 1109A.4] Lower cabinet with mirror.

Kitchen

38. The doors to the kitchen do not provide a clear open width of 32". [SFBC Sec. 81004.6] Reframe walls; install new doors or remove doors entirely.
39. The hardware type at the kitchen pocket doors is not a lever or other accessible lever type and requires more than one effort for operation. [SFBC Sec. 1004.14] Install lever hardware on new, wider opening doors.
40. The clear maneuvering space between the counters is less than 48". [SFBC Sec. 1112A, exception] Install cabinets of less width at one wall of kitchen.
41. The sink counter top and a 30" length of other counter top area are not repositionable. [SFBC Sec. 1112A.2] Install repositionable counter tops.
42. The upper shelves (cabinets) are more than 48" above the floor [SFBC Sec. 1112A.3] Lower cabinets or provide additional lower shelf space.
43. The base cabinets under the kitchen sink are not removable to provide wheelchair clearance. [SFBC Sec. 1112A.4] Install a removable sink cabinet with finished flooring beneath the cabinet.
44. Cabinets are not equipped with levers or accessible door pulls. [SFBC Sec. 1102A.3] Install accessible cabinet pulls.
45. Range hood controls and switches are more than 48" above the floor. [SFBC Sec. 1102A.3 and Article 380 SFEC] Wire controls and switches remotely at a lower location.

Exit to the rear patio and yard

Note: while access regulations would not require more than one entrance to the unit to be accessible (SFBC Sec. 1107A.13), SFBC Sec. 1107A.2.1 requires that an accessible route serve exterior spaces serving the accessible dwelling unit, therefore:



46. The sliding door hardware is not a lever or other accessible lever type and requires more than one effort for operation. [SFBC Sec. 1004.14] Install lever hardware.
47. The door requires more than 8-1/2 pounds of operating pressure to open. [SFBC Sec. 1004.13] Modify sliding door or replace with hinged door.
48. The door does not provide 32" clear width when open. [SFBC Sec. 1004.6] Modify width of door panels or replace with hinged door.
49. The exterior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Raise landing; replace threshold.
50. The interior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Modify threshold of sliding door track or replace with hinged door as above.
51. The operation of the door requires more than a single effort. [SFBC Sec. 1004.14] Remove screen door.

Exterior route of travel to common facilities including children's play areas)

52. An accessible 48" wide path of travel has not been provided to common exterior facilities. Install paved, 48" wide, accessible paths. [SFBC Sec. 1107A.7]
53. Slopes of some paths to common facilities are steeper than 1:20 but are not provided with handrails. [SFBC Sec. 1007.5a and SFBC Sec. 1107A.7] Provide handrails at ramps where required.
54. Some paths to common exterior facilities do not have a continuous common surface. [SFBC Sec. 1023.1 and SFBC Sec. 1107A.7] Pave all paths to common exterior facilities.
55. Accessible hardware has not been installed at gates to common facilities. [SFBC Sec. 1004.14] Install accessible gate hardware.
56. Note that sidewalks, curb ramps, bus stops and other public amenities are not accessible and should be analyzed by the Department of Public Works.

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CODE COMPLIANCE EVALUATION

of

BUILDING 1254

at

**FORMER NAVAL STATION
TREASURE ISLAND**
San Francisco, California

Prepared for:

City & County of San Francisco
Mayor's Treasure Island Project

Prepared by:

City and County of San Francisco
Department of Building Inspection
Fire Department, Bureau of Fire Prevention

January 1999



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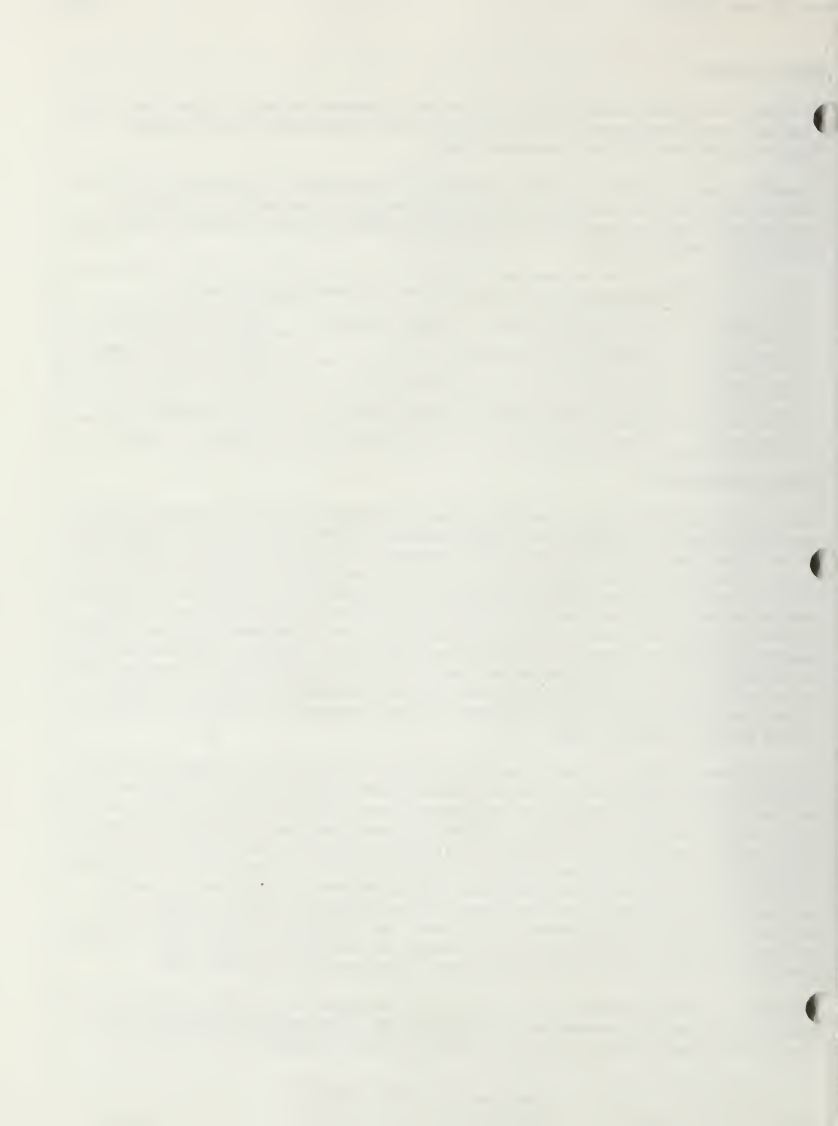
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The Department of Building Inspection and the Fire Department procedure for inspecting buildings located on former military bases is to inspect the buildings for compliance with the "applicable codes", which are defined as the codes to which the buildings were originally constructed. Any life-safety, fire safety, health or sanitation hazards must be corrected before a Temporary Certificate of Occupancy (TCO) may be issued and prior to occupancy of a building. For commercial buildings ONLY, upon DBI approval of a written compliance program, all other deficiencies may be corrected to comply with applicable building code requirements in a graduated manner over a period of up to 3 years. A Certificate of Final Occupancy and Completion (CFC) would then be issued. This procedure is consistent with the current requirements of California Health and Safety Code Sec. 18941.7, which is contained in SFBC Sec. 3406. For residential buildings, currently no deferral applies; we expect a 3 year deferral similar to that for commercial buildings to become effective in spring 1999.

Disabled access requirements to comply with the American Disabilities Act [ADA] are applicable to all buildings that house programs assisted by federal funding, and may apply to buildings on Former Naval Station Treasure Island. Title 24 requirements are used for disabled access compliance.



Geotechnical evaluation is not included but is of critical importance for all buildings on Former Naval Station Treasure Island. The entire island is depicted as susceptible to liquefaction in the Seismic Hazard Zones Map released April 7, 1997 by the California Department of Conservation, Division of Mines and Geology. Many previous geotechnical studies have determined that the island, comprised largely of land fill, is at particular risk for earthquake damage. Geotechnical vulnerability should be considered in evaluating potential building occupancies and plans for retrofit or renovation. More detailed geotechnical information is outlined under Geotechnical Considerations.

REPORT CONTENTS

This report includes the following information:

- Building number and interim address
- Brief description of building size, age, and construction
- Original and proposed uses and occupancy classifications
- Plans/construction documents used for reference
- List of building deficiencies, referencing specific sections of appropriate currently adopted codes
- List of building deficiencies requiring gradual correction under "applicable codes"
- List of general conditions and maintenance items
- Disabled access issues

Remodeling or other construction may trigger requirements to bring buildings into compliance with current codes, including seismic retrofit and disabled access requirements. Change of occupancy classification would trigger such requirements. Electrical service requirements will depend upon equipment and lighting installed to meet specific uses. Plumbing and mechanical requirements will apply to the actual equipment used and to the number of occupants being served. Some disabled access requirements will depend upon the number of people who will use the facilities.

Disabled access issues are listed at the end of the inspection report for each building. Because some of the apartment buildings may be utilized for publicly funded purposes or programs, the Americans with Disabilities Act (ADA) may affect the amount of code upgrades needed even if no remodeling is planned. DBI does not enforce ADA requirements, which are intended to be performance standards. DPW reviews drawings for proposed construction to verify ADA compliance, and the Mayor's office addresses ADA programmatic issues. For privately funded apartment buildings, Title 24 accessibility compliance is *not* required and is *not* triggered by remodeling, renovation or additions.

Code deficiencies are those observed during inspection, without access to all portions of some buildings and without using destructive means to determine materials and construction methods that were covered. Other violations may be concealed and may become evident during repairs or remodeling. In almost all cases, the structural elements were covered by architectural finishes, and framing and connections were not visible. There was no cover removal and tests were not performed on structural materials.

Street addresses reported are those temporarily assigned by the SFPD Emergency 911 Coordinator.

Geotechnical Considerations

In preparing this report consideration has been given to information contained in a geotechnical report prepared by Treadwell & Rollo, Inc., titled "Geotechnical Report, Treasure Island Reuse Project, Treasure Island, California," dated July 26, 1995. This geotechnical report outlines the expected behavior of the Island if subjected to a major earthquake located on either the Hayward or San Andreas Fault.



The geotechnical report predicts the probability of soil liquefaction, lateral spreading, and lateral failure of the perimeter dikes. It is predicted that the Island could experience up to two feet of liquefaction-induced settlement in localized areas, and greater than ten feet of lateral spreading displacement at any location along the Island perimeter dike. The predicted lateral spreading displacements are expected to be characterized by more-or-less uniform cracking across the Island from the perimeter dike toward the center of the Island with the greater displacements occurring within 100 feet of the shoreline. Buildings could therefore move up to 10 feet laterally and have up to 24 inches of differential lateral spreading displacements across the building plan as a result of the lateral spreading.

There is a possibility that the lateral spreading displacements may not be uniform and that cracks greater than 12 inches in width may develop at localized areas. Although it is unlikely to occur, severe lateral soil movement greater than 18 inches or non-uniform local lateral spreading could result in partial building collapse even if a building is seismically strengthened. Since the probability of severe local lateral spreading occurring at any given building site is small, the threat of partial collapse is correspondingly small.

Existing utility lines entering the buildings may not be capable of withstanding the ground movements predicted on the island. Consideration should be given to installing emergency shut-off devices on water, gas, and electrical lines entering each building and entering the entire site.

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1200 Series Apartment Buildings

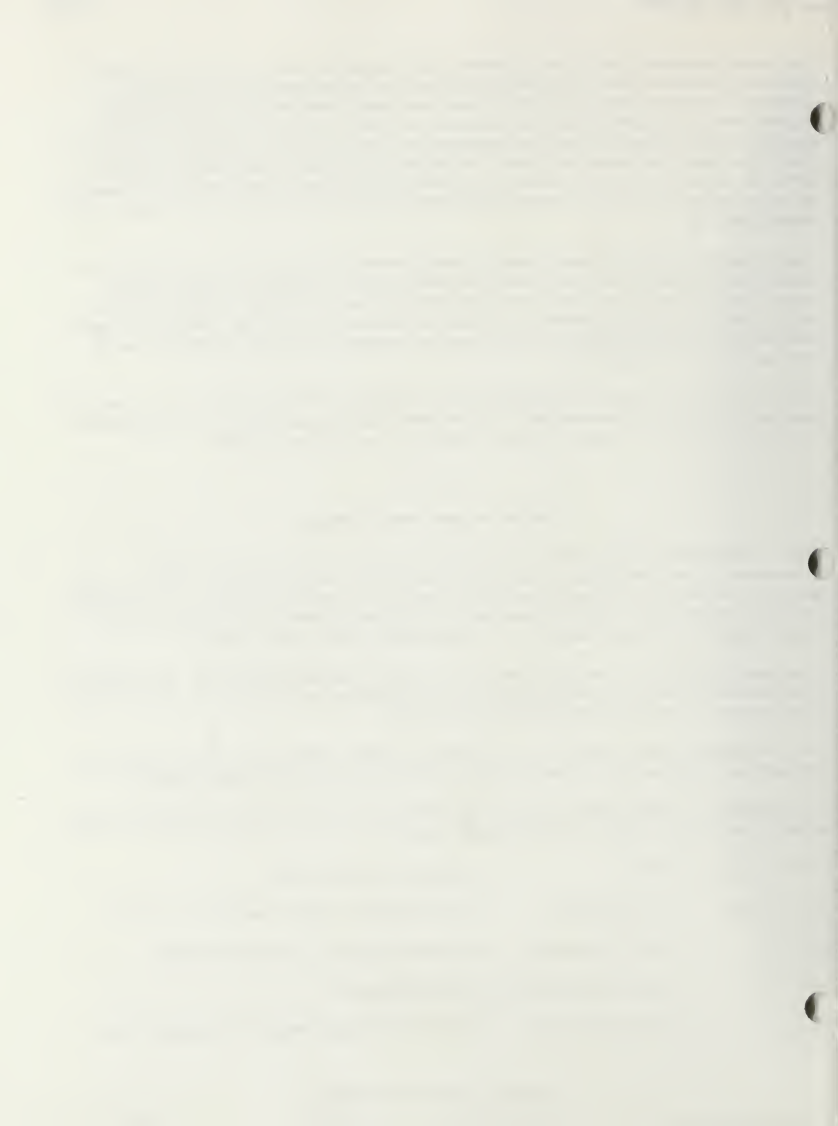
These buildings were constructed while the property was under the control of the Federal Government and were not subject to state or municipal building codes [SFBC Sec. 106.2.14]. The buildings are allowed to continue their existing use without any modifications being required [SFBC Sec. 3401]. Modifications undertaken voluntarily may trigger requirements for complete seismic retrofit, disabled access improvements, or compliance with current code provisions.

Structural inspection/seismic evaluation was not provided for these buildings by DBI. An inspection in accordance with FEMA 178 inspection guidelines will be required prior to issuance of a Certificate of Final Occupancy and Completion (CFC) for each building.

The 1200 series apartment buildings vary from 4-8 two-storey units per building. Each unit has 2-4 bedrooms on the second story, ½ bath on the first floor, and 1-1¼ baths on the second floor.

The information immediately below applies to all buildings in this series. Specific information follows regarding the building covered by this report and its units.

Year Constructed:	1969	Applicable Code:	1967 UBC
No. of Stories:	2, no basements	Type Construction:	SFBC classification - Type V-N
Materials:	Exterior walls/siding:	Wood/aluminum siding (over original stucco)	
	Interior walls/partitions:	Wood studs/gypsum	
	Roof type/covering:	Wood rafters & joists/composition shingles or built-up	



Floors: 1st Floor- Concrete/vinyl asbestos tile, linoleum, carpet
2nd Floor- Wood/vinyl asbestos tile, linoleum, carpet

Original Occupancy
Classification/Use: R-1 (multi-unit apartments)

Proposed Occupancy
Classification/Use: R-1

Fixed Fire Sprinklers: No
Protection: Fire hose/cabinets: No
Other: Smoke Alarms - See Fire/Life Safety

General Structural Information/Condition

Building Site: See Geotechnical Considerations on page 3.

Foundation: Concrete, slab on grade - good - no apparent deterioration

Exterior Frame: Wood - not uncovered - assume good condition due to lack of contrary evidence

Interior Frame: Wood - not uncovered - assume good condition due to lack of contrary evidence.
Noted good condition where ceiling joists were exposed in an area of one unit.

Structural Comments: Structural inspection/seismic evaluation was not performed at this time. General observation revealed no obvious structural deficiencies.

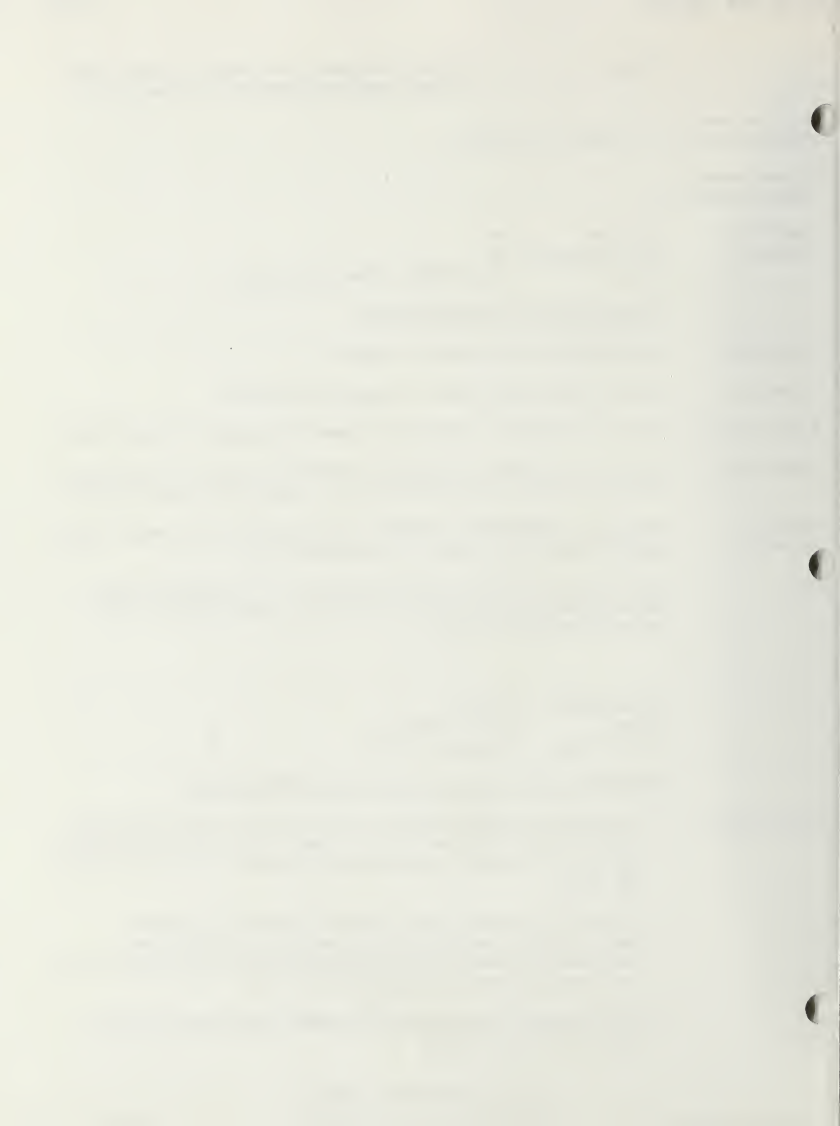
Other: Several carports exhibit rotted roof structures, i.e. 4" x 4" beams and rafters, fascia board and plywood sheathing, which could constitute hazards. See reports for associated buildings.

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BUILDING 1254 - Units A-F
Address: 625 - 13th Street
Inspection date: November 18, 1998

Code Deficiencies for Immediate Attention per SFBC Sec. 3406:

- Fire/Life Safety:
1. Provide smoke detector protection on all story levels of every unit (hallways and bedrooms). [SFBC Sec. 310.9.1, et. seq.] Test, maintain, and replace or repair all smoke detectors located within each living unit. [UFC Sec. 1001.5 & 1007.2.9.2]
 2. Remove portion of trees which extend within 10 feet of the outlet of a chimney. Maintain trees adjacent to or overhanging a building free of deadwood and maintain the roof of a structure free of leaves, needles or other dead vegetative growth. [UFC Appendix II-A Sec.16]
 3. Remove weeds, grass, vines and other vegetation determined to be a fire hazard. [UFC Sec. 1103.2.4]



some units. Linoleum peeling at seams and junctions; floor tiles chipped or cracked; living room carpeting stained.

Ceilings: Gypsum - Good

Doors: Wood - Good

Light and
ventilation: Natural - Good

Sanitation: OK

Stairs: Wood - Good

Electrical: Provide secure support for the circulating pump outlet boxes in the boiler rooms. [SFEC Sec. 90-4]

Plumbing: Gas shutoff for kitchen range is inaccessible in all units. [UPC 1211.13]

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Unit General Condition & Deficiencies per current SFBC Sec. 3402 & 3403:
Left, right, front, and rear are as located when facing front door. Minor tile damage consists of chipping and/or cracking of 1-4 tiles; tiles replaced with tiles of a different pattern are not noted.

Unit A Very minor gypsum damage on left front bedroom wall.

Unit B Damaged caulk between bathtub and floor in 2nd floor hall bathroom.

Unit C Minor tile damage in left front and left and right rear bedrooms.

Unit D Minor tile damage at threshold and in right front bedroom.

Unit E Minor tile damage in left front bedroom and in rear bedroom.

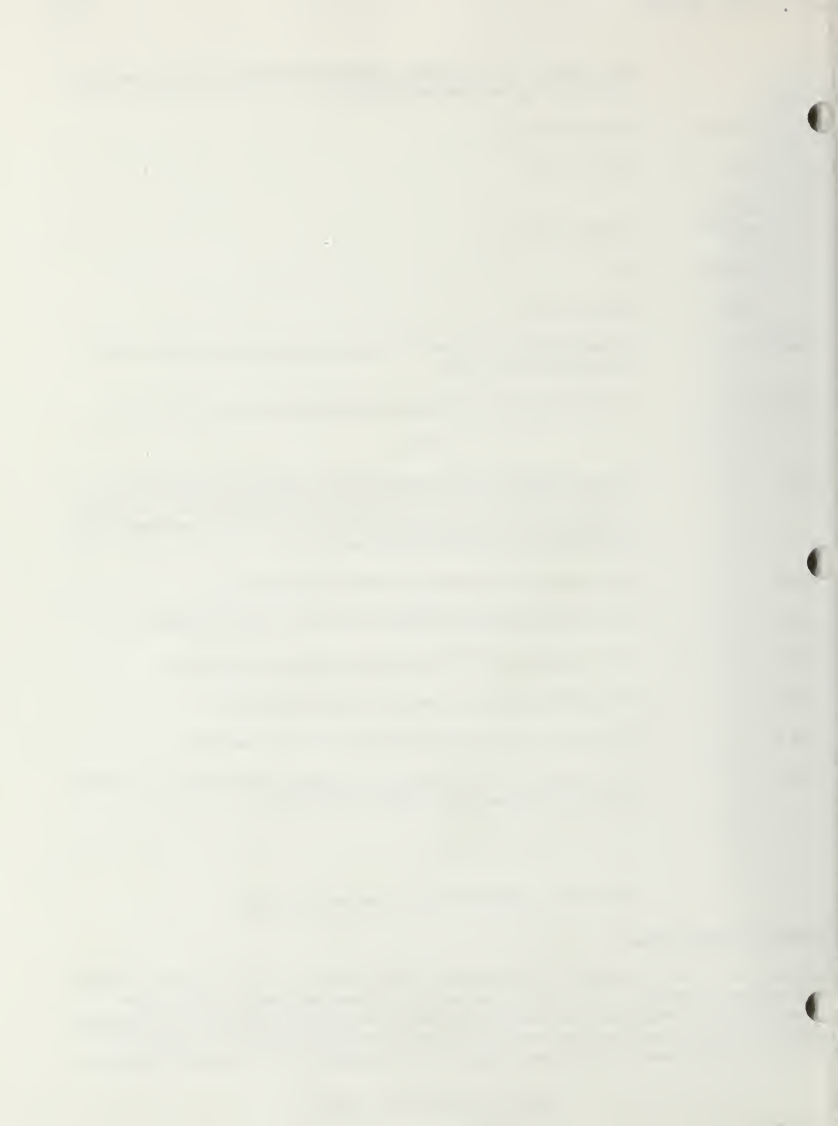
Unit F Minor damage to 1st floor windows. Very minor tile damage in rear bedroom. Kitchen sink trap seal too deep [UPC Sec. 1005.0]

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DISABLED ACCESS ISSUES - Apartment Buildings

Privately Funded Buildings

Dwelling units in existing privately funded apartment buildings are exempt from Title 24 accessibility requirements. SFBC Sec. 101.17.9 states that "Access and adaptability requirements for the physically disabled shall apply to all newly constructed privately funded covered multifamily dwelling units in buildings having three or more dwelling units and privately funded shelters intended for occupancy as residences for homeless persons... These regulations... do not apply to the repair of,



rehabilitation of or additions to privately funded apartment houses, condominiums or time-share units."

Publicly Funded Buildings

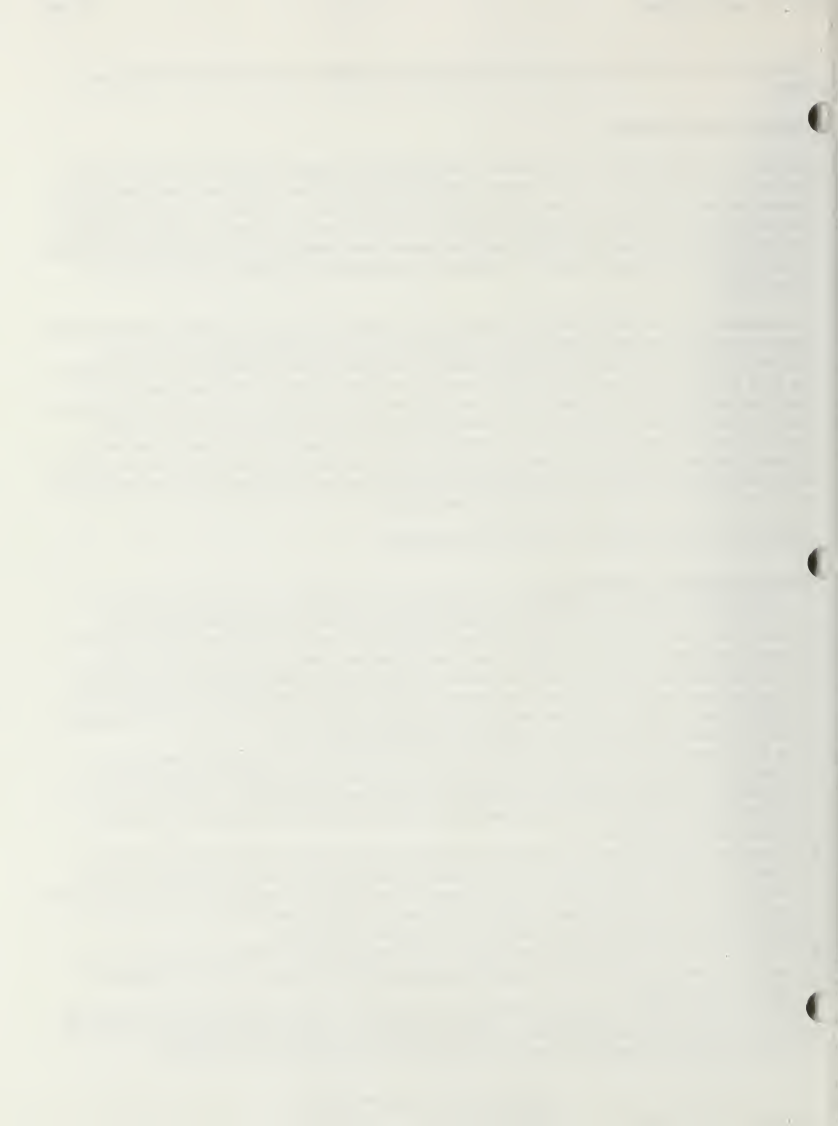
California Title 24 Section 111B.5 refers to "Buildings and Complexes Containing Publicly Funded Dwelling Units." Section 111B.5.1 in effect states that, "buildings and complexes containing publicly funded dwelling units shall be accessible as required by Chapter 11A of Title 24" (covering privately funded housing), but with an important distinction. This is that when renovations, repairs or additions take place to publicly funded buildings containing one or more dwelling units, compliance with Section 1134B of Title 24 is required. Section 1134B requires accessibility upgrades commensurate with project costs.

The disabled access deficiencies listed below are items which may require correction if the building is publicly funded. Remodeling, renovation or additions of publicly funded buildings may trigger regulations that would make the buildings subject to the latest edition of California Title 24 (currently the 1995 Edition with September 28, 1997 amendments, effective April 1, 1998) as adopted by the San Francisco Building Code. Under the current edition, if the amount spent on remodeling exceeds \$36,770 (the "threshold amount"), a fully accessible path of travel serving the area of remodel is required. Below the threshold amount, unreasonable hardships may be considered. If less than the threshold amount is spent, 20% of the construction costs (in addition to those costs) must be spent on an accessible path and features. Unreasonable hardships may be considered for accessible features which would cost more than the 20% required expenditure.

DISABLED ACCESS ISSUES - 1200 SERIES HOUSING

Parking and route to ground floor unit

1. The parking area does not provide an accessible parking space which is 9' wide. [SFBC Sec. 1118A.4.1] Stripe the pavement of the parking area to provide an accessible parking stall.
 2. The parking area does not provide an 8' unloading zone for vans. [SFBC Sec. 1118A.4.2] Stripe the pavement of the parking area to provide an accessible parking stall van unloading zone.
 3. The parking area does not provide an accessible parking sign located between 3' and 5' above the pavement and including the international symbol of accessibility with the word RESERVED [SFBC Sec. 1118A.4.4] provide an accessible parking sign on a post in front of the parking stall, with the bottom of the sign at 80" above the pedestrian path of travel.
 4. A sign which is 17 inches by 22 inches in size with minimum 1 inch high letters and language specific to tow away of unauthorized vehicles at accessible parking spaces, has not been installed in a location visible to all accessible parking spaces [SFBC Sec. 1118A.5.1] Install a 17" by 22" sign on a post in front of the parking stall, with the bottom of the sign at 80" above the pedestrian path of travel.
 5. A curb cut and ramp have not been provided at the unloading zone of the accessible parking space which would allow the user of an accessible parking stall to not be compelled to traverse behind parked vehicles other than his or her own vehicle and to instead be able to directly access the sidewalk in front of the parking stall. [SFBC Sec. 1118A.4.3] Provide a curb cut and ramp to the sidewalk from the unloading zone of the accessible parking stall.
 6. The pavement of an accessible parking stall has not been provided with a painted outline of a wheelchair with occupant in white on a blue background [SFBC Sec. 1118A.5.1] Provide a 3' square painted logo.
- A 48" wide accessible route has not been provided from the accessible parking stall to a ground floor building entrance. [SFBC Sec. 1107A.2.1, SFBC Sec. 1107A.2.4 and SFBC Sec. 1107A.12] Install a 48" wide accessible route from the sidewalk to a ground floor unit entrance.



Exterior features of unit

8. A 48" path of travel is not provided to the garbage can storage area. [SFBC Sec. 1107A.2.1] Widen path to garbage can storage area.
9. A 48" path of travel is not provided to the outdoor storage shed. [SFBC Sec. 1107A.2.1] Widen path to storage shed area
10. The door hardware at the storage shed is not a lever, or other accessible type. [SFBC Sec. 1004.14] Install lever hardware.

Unit entrance

11. The exterior landing has a change in level greater than 1/2" without means of a ramp. [SFBC Sec. 1004.9.1a] Install a 36" wide ramp with handrails and top and bottom landings.
12. A clear, level area which is 44" in length has not been provided at the side of the door opposite the swing (push side). [SFBC Sec. 1004.9.2.1a] Lengthen landing; note that SFBC Sec. 1007.4.2a under ramp landings for publicly funded housing requires a top landing of 60" by 60".
13. The exterior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Raise landing; replace threshold.
14. The interior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Replace threshold modify or replace door as needed.
15. The operation of the door requires more than a single effort. [SFBC Sec. 1004.14] Remove screen door.
16. The door hardware is not a lever, or other accessible type. [SFBC Sec. 1004.14] Install lever hardware.

Interior of ground floor unitInterior stairs to second floor

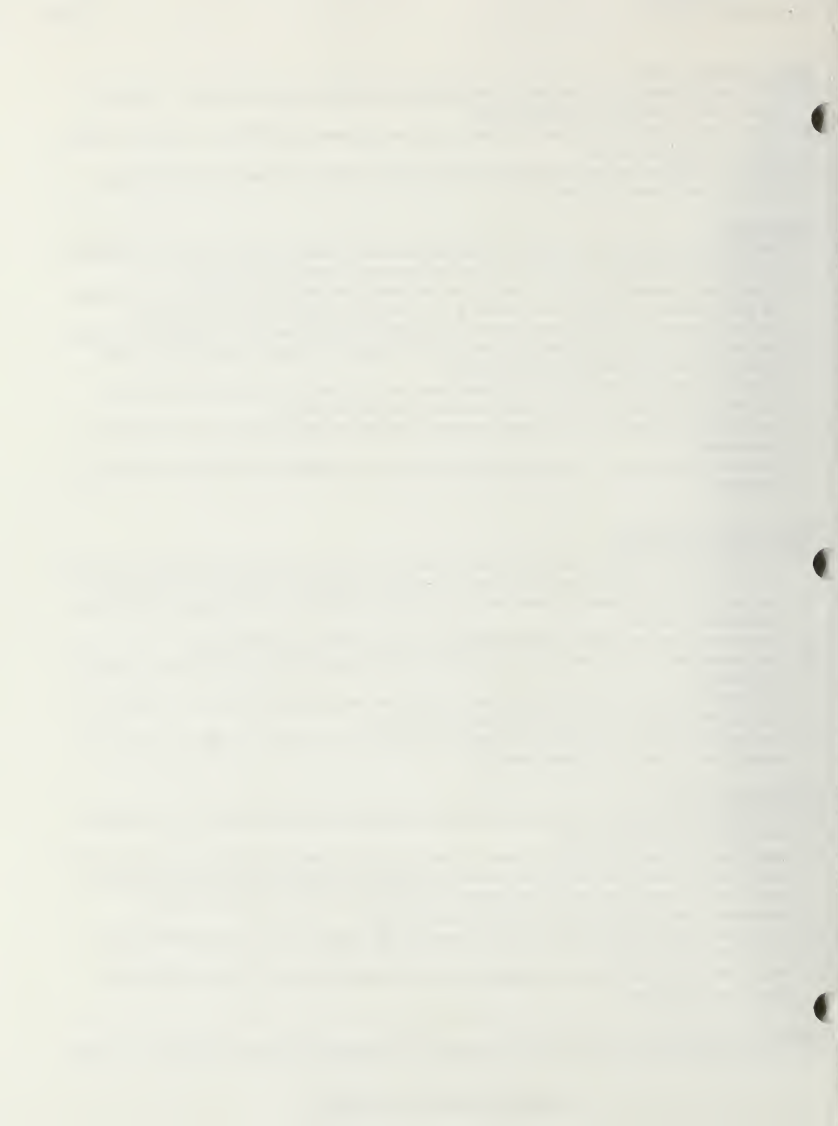
7. The grip portion of the handrail is not provided with a smooth cross sectional dimension between 1-1/4" and 1-1/2". [SFBC Sec. 1006.9.2a.6.1] Replace handrails or add accessible handrails
18. The handrails do not return or terminate in a newel post. [SFBC Sec. 1006.9.2a.3] Install new handrails with returns.
19. The handrails do not extend 12" beyond the top nosing. [SFBC Sec. 1006.9.2a.2]
20. The handrails do not extend 12" plus the width of a tread beyond the bottom nosing. [SFBC Sec. 1006.9.2a.2]
21. The bottom tread and upper approach are not provided with striping which is 2" in width and located within 1" of the nosing. [SFBC Sec. 1006.16.1]
22. The headroom under the stairs is less than 80". [SFBC Sec. 1107A.8] Provide a cane barrier beneath the stairway where less than 80".

Miscellaneous issues

23. Door hardware in general is not a lever or other accessible type. [SFBC Sec. 1004.14] Install lever hardware throughout unit.
24. Closets and shelves including front coat closets, bedroom closets and laundry area shelves have reach ranges greater than 54" above the floor at a depth of more than 10" side reach from an area in which a wheelchair would be parked. [SFBC Sec. 1102A.3 and figure 11B-5D] Rearrange or adjust shelves to accessible reach ranges.
25. The center of the HVAC control is located more than 48" above the floor. [Article 380 SFEC] Lower the HVAC control.
26. The centerline of receptacles is located less than 15" above the floor. [Article 210-6g SFEC] Raise the receptacles.

Ground floor bathroom

27. The doorway to the bathroom does not provide a clear opening width of 32" [SFBC Sec. 1004.6]



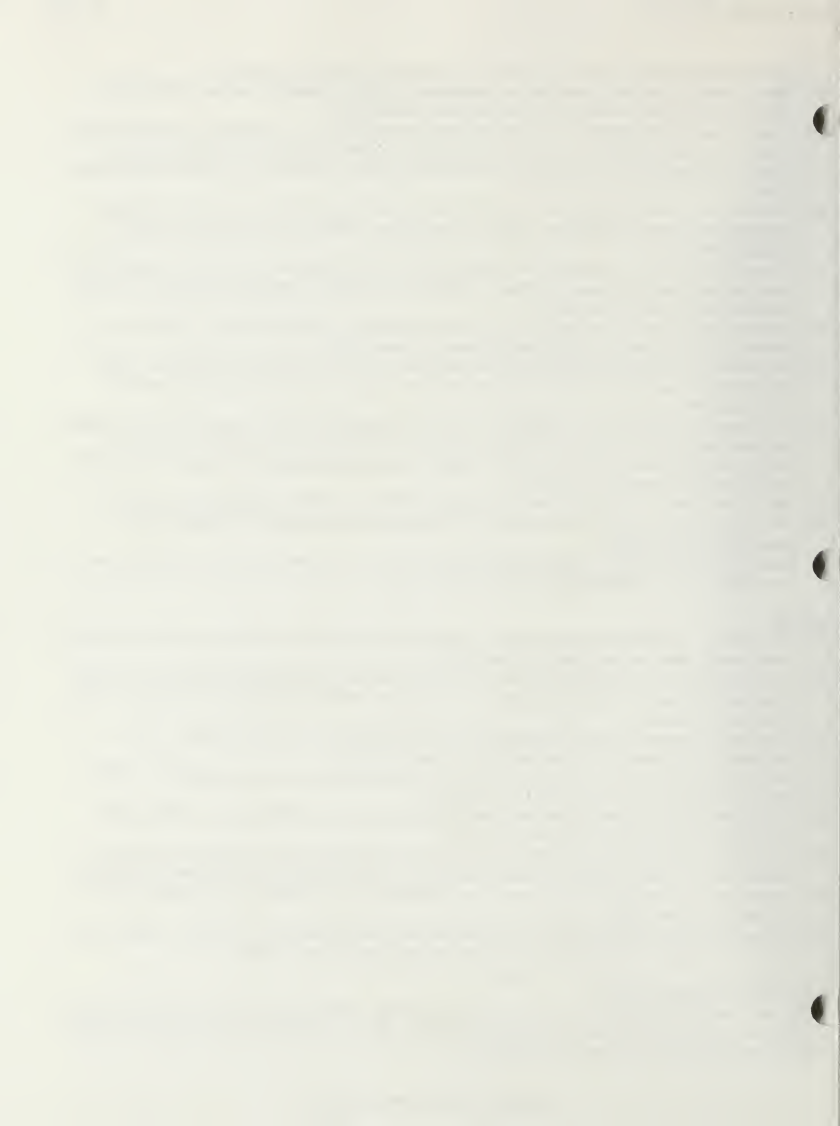
- Reframe wall; install a sliding door with 32" clear width in the open position.
28. The doorway to the bathroom does not have lever or other accessible hardware. [SFBC Sec. 1004.14] Install lever hardware on new bathroom sliding door.
 29. The doorway to the ground floor bathroom does not provide an 18" clearance at the strike edge of the door. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #1] Reframe door in a position which allows an 18" clearance at the strike edge at the interior and exterior sides of the door.
 30. Sufficient maneuvering space is not provided to close and open the door and use the fixtures within the bathroom. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #2] Move wall(s) to expand bathroom.
 31. The location of the doorway does not provide a 30" by 48" space for a person in a wheelchair to enter the bathroom and close the door. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #3] Move wall(s) to expand bathroom.
 32. The toilet is not located a minimum of 1'-6" from an adjacent wall. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #11] move wall adjacent to water closet.
 33. Reinforcement for grab bars has not been provided at the wall at the rear of the toilet. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #9] Open wall at rear of toilet to install grab bar reinforcement.
 34. The lavatory is not located a minimum of 1'-6" from an adjacent wall, is located in the clear space required for opening the door and does not provide knee space. [SFBC Sec. 1109A.2.1 and Table 1109A.2.2, item #12; SFBC 1504.1] Move and replace lavatory to provide 1'-6" from wall and 29" knee clearance at the apron.
 35. The pipes beneath the lavatory are not wrapped [SFBC Sec. 1504.2] Provide pipe wrapping.
 36. The lavatory faucet can not be operated with pinching or grasping [SFBC 1504.2] Install accessible lavatory faucet.
 37. Accessories including the medicine cabinet and mirror are mounted more than 40" above the floor. [SFBC Sec. 1109A.4] Lower cabinet with mirror.

Kitchen

38. The doors to the kitchen do not provide a clear open width of 32". [SFBC Sec. 81004.6] Reframe walls; install new doors or remove doors entirely.
39. The hardware type at the kitchen pocket doors is not a lever or other accessible lever type and requires more than one effort for operation. [SFBC Sec. 1004.14] Install lever hardware on new, wider opening doors.
40. The clear maneuvering space between the counters is less than 48". [SFBC Sec. 1112A, exception] Install cabinets of less width at one wall of kitchen.
41. The sink counter top and a 30" length of other counter top area are not repositionable. [SFBC Sec. 1112A.2] Install repositionable counter tops.
42. The upper shelves (cabinets) are more than 48" above the floor [SFBC Sec. 1112A.3] Lower cabinets or provide additional lower shelf space.
43. The base cabinets under the kitchen sink are not removable to provide wheelchair clearance. [SFBC Sec. 1112A.4] Install a removable sink cabinet with finished flooring beneath the cabinet.
44. Cabinets are not equipped with levers or accessible door pulls. [SFBC Sec. 1102A.3] Install accessible cabinet pulls.
45. Range hood controls and switches are more than 48" above the floor. [SFBC Sec. 1102A.3 and Article 380 SFEC] Wire controls and switches remotely at a lower location.

Exit to the rear patio and yard

Note: while access regulations would not require more than one entrance to the unit to be accessible (SFBC Sec.1107A.13), SFBC Sec. 1107A.2.1 requires that an accessible route serve exterior spaces serving the accessible dwelling unit, therefore:

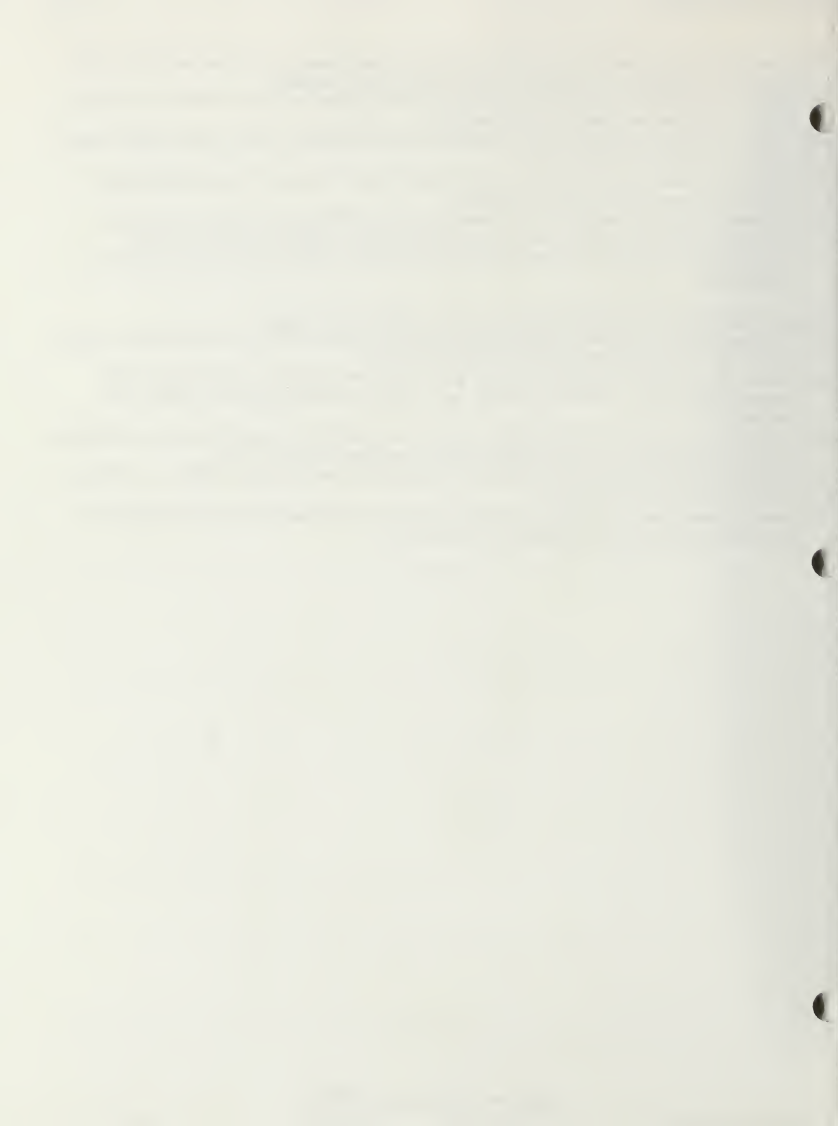


46. The sliding door hardware is not a lever or other accessible lever type and requires more than one effort for operation. [SFBC Sec. 1004.14] Install lever hardware.
47. The door requires more than 8-1/2 pounds of operating pressure to open. [SFBC Sec. 1004.13] Modify sliding door or replace with hinged door.
48. The door does not provide 32" clear width when open. [SFBC Sec. 1004.6] Modify width of door panels or replace with hinged door.
49. The exterior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Raise landing; replace threshold.
50. The interior landing is more than 1/2" lower than the top of the door threshold. [SFBC Sec. 1004.9.1a] Modify threshold of sliding door track or replace with hinged door as above.
51. The operation of the door requires more than a single effort. [SFBC Sec. 1004.14] Remove screen door.

Exterior route of travel to common facilities including children's play areas)

52. An accessible 48" wide path of travel has not been provided to common exterior facilities. Install paved, 48" wide, accessible paths. [SFBC Sec. 1107A.7]
53. Slopes of some paths to common facilities are steeper than 1:20 but are not provided with handrails. [SFBC Sec. 1007.5a and SFBC Sec. 1107A.7] Provide handrails at ramps where required.
54. Some paths to common exterior facilities do not have a continuous common surface. [SFBC Sec. 1023.1 and SFBC Sec. 1107A.7] Pave all paths to common exterior facilities.
55. Accessible hardware has not been installed at gates to common facilities. [SFBC Sec. 1004.14] Install accessible gate hardware.
56. Note that sidewalks, curb ramps, bus stops and other public amenities are not accessible and should be analyzed by the Department of Public Works.

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4. Street signs are missing from some intersections. Additional street signs may be needed to help fire or medical response crews find addresses in emergency situations. Fire suppression units to survey and make recommendations as necessary. [UFC Sec. 901.4.5]

Exiting: OK

- Electrical:
1. Repair the deteriorated grounding electrode conductor raceway between the ground rods. [SFEC Sec. 90-4]
 2. Bond the cold water pipe system to the grounding electrode system. [NEC (1965) Sec. 250-81]
 3. Connect the grounding electrode conductor directly to the grounded conductor (neutral) in the main disconnecting means enclosure as required by NEC (1965) Sections 250-23 and 250-52.

Plumbing: Plumbing deficiencies for immediate attention may constitute health hazards. Hose bibb in front of the building lacks vacuum breaker. [UPC Sec. 603.0]

Code Deficiencies for Gradual Correction per SFBC Sec. 3403 & 3406:

- Plumbing:
1. Vent termination for the boiler room lacks clearance from vertical surface. [1967 UPC Sec. 1317(c)]
 2. Combustion air openings in the boiler compartment are insufficiently sized. [1967 UPC Sec. 1307]

General Condition & Deficiencies per current SFBC Sec. 3402 & 3403:

Exterior

Siding: Aluminum over original stucco - Good

Doors: Wood - Good

Windows: Vinyl clad aluminum - Good, except for minor damage at Unit E

Trim: Aluminum - Screens damaged/missing

Stairs: None

Roof covering: Composition shingles or built-up - Fair

Roof drainage: Aluminum gutters and down-spouts - Fair

Interior:

Walls: Gypsum - Good

Floors: Concrete & wood covered with linoleum, tile, and carpet - Minor damage in

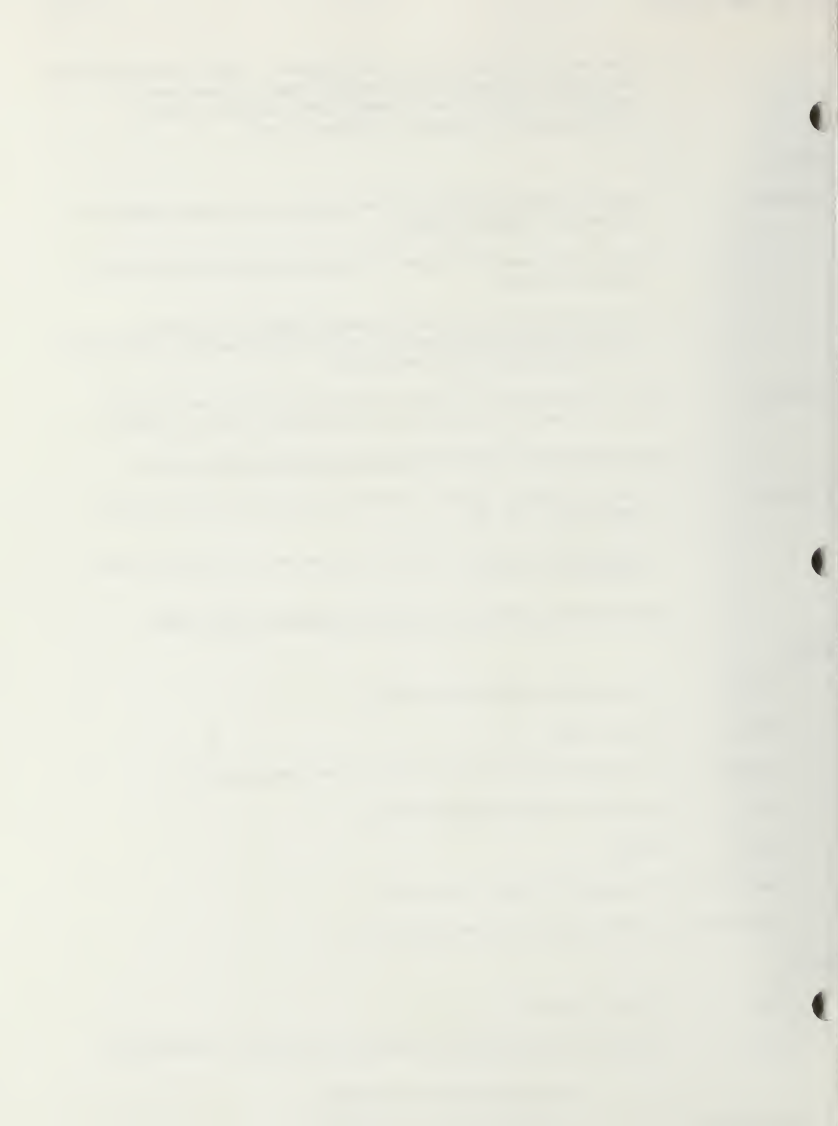


Exhibit G



AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Approval of amendment to Special Events lease with Navy Agenda No. _____

Contact Person/Phone: Annemarie Conroy Meeting Date 9/8/99

SUMMARY OF PROPOSED ACTION: Approval of the resolution authorizes the Executive Director to enter into the amendment to the existing lease with the Special Events lease with Navy on behalf of the Authority.

BACKGROUND AND DESCRIPTION OF PROPOSED ACTION:

On August 19, 1998 the Authority authorized the Executive Director to enter into a lease with the Navy for two years for certain special events venues on Treasure Island, including the Nimitz Conference Center, the Chapel, the Fog Watch, the Library and Casa de la Vista. Since the Nimitz House was not included at that time and because the Project Office desires to include this important venue into a lease with the Navy, an amendment to the lease was negotiated between the Navy and the Authority.

The addition of the Nimitz House to the list of leased premises is the sole change to the lease. The terms of the lease remain the same.

ATTACHMENTS:

Exhibit A-Amendment to lease

Exhibit B-Lease with Navy for Special Events Venue

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RESOLUTION NO. _____

A RESOLUTION ENDORSING THE CREATION OF THE SAN FRANCISCO BAY AREA WATER TRANSIT AUTHORITY EMPHASIZING THE CREATION, OPERATION AND MAINTENANCE OF WATER TRANSIT SERVICE TO AND FROM TREASURE ISLAND

WHEREAS, the California State Senate directed the Bay Area Council and the Bay Area Economic Forum to create a Task Force to formulate a regional action plan for water transit on San Francisco Bay for the 21st century; and

WHEREAS, the Task Force issued its report in February, 1999 and included Treasure Island as a in the first phase of implementation of the system as a potential water transit terminal location and link to San Francisco, Berkeley and Oakland; and

WHEREAS, regularly scheduled ferry service will alleviate traffic congestion and reduce air pollution on Bay Area roads and highways, especially the Bay Bridge and is essential to the well-being of Treasure Island residents and businesses; and

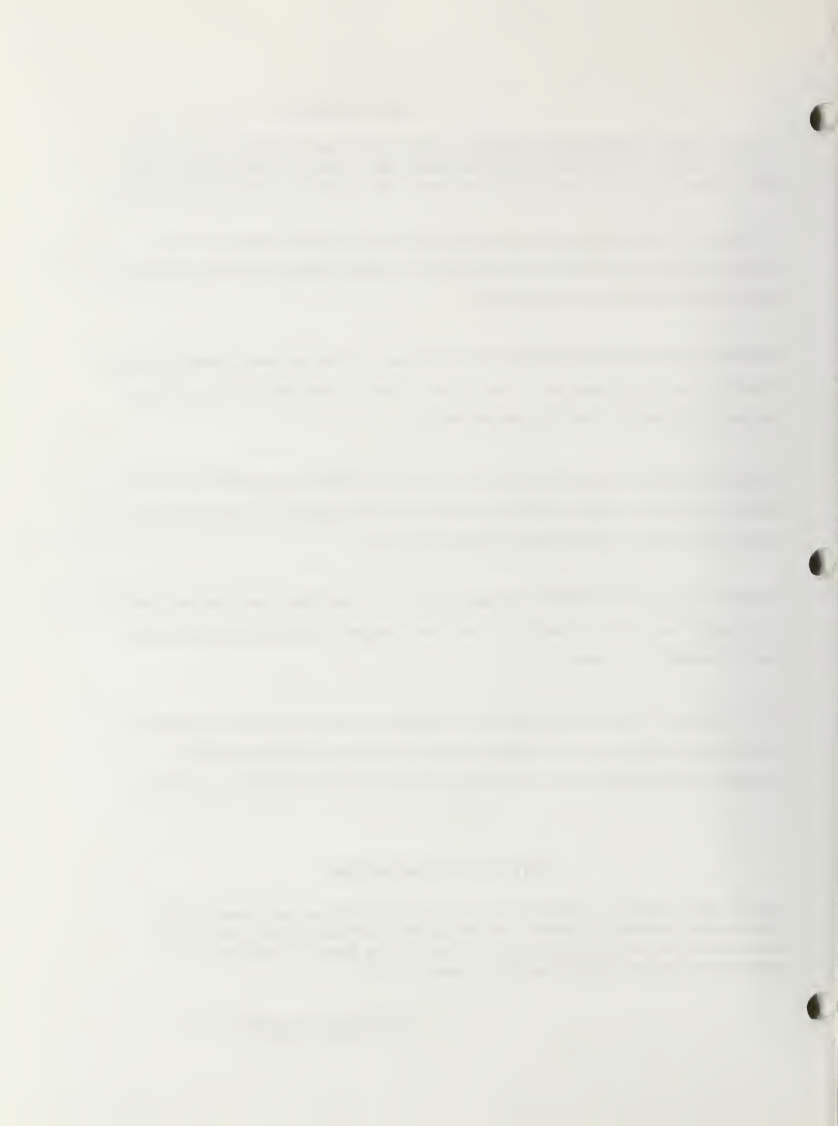
WHEREAS, Senate Bill 428 creates the San Francisco Bay Area Water Transit Authority which would prepare and adopt a regional water transit plan, a capital improvement plan and would operate the water transit system;

BE IT RESOLVED, that the Treasure Island Development Authority endorses the formation of the San Francisco Bay Area Water Transit Authority and strongly recommends that this Authority take reasonable action to establish water transit service to and from Treasure Island.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on July 14, 1999.

John Elberling, Secretary



AMENDED IN SENATE MAY 28, 1999
AMENDED IN SENATE APRIL 27, 1999
AMENDED IN SENATE APRIL 14, 1999

SENATE BILL

No. 428

Introduced by Senator Perata

February 16, 1999

An act to add Title 7.10 (commencing with Section 66540) to, and to repeal Section 66519 of, the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 428, as amended, Perata. Transportation: San Francisco Bay Area Water Transit Authority.

(1) Existing law authorizes the Metropolitan Transportation Commission to develop and adopt a long-range plan for implementing high-speed water transit on the San Francisco Bay.

This bill would repeal the authority of the commission to adopt a long-range plan for implementing high-speed water transit on the San Francisco Bay. The bill would create the San Francisco Bay Area Water Transit Authority, and would require the board of directors of the authority to consist of 9 members to be appointed and selected, as specified. The bill would prescribe the terms of the directors on the board. The bill would require the board to employ a chief executive officer and a general counsel and to convene a citizens' advisory committee and a technical advisory committee. The bill would require the board to prepare and adopt a bay area

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
1155 S. E. 5th Avenue
CHICAGO, ILL. 60607

DATE: _____ TIME: _____

EXPERIMENTAL PROCEDURE

1. Preparation of the sample

2. Measurement of the rate

3. Calculation of the rate constant

4. Determination of the activation energy

5. Discussion of the results

6. Conclusion

7. References

8. Appendix

9. Notes

10. Summary

regional water transit plan and a capital improvement plan for implementing the bay area regional water transit plan, and to operate a comprehensive bay area regional public water transit system, as prescribed. The provision of the San Francisco Bay area regional water transit plan would not become operative until the Legislature, by statute, approves the plan. The bill would prescribe related matters with regard to the powers and duties of the authority.

The bill would impose a state-mandated local program by imposing those duties on the authority.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 66519 of the Government Code
2 is repealed.

3 SEC. 2. Title 7.10 (commencing with Section 66540)
4 is added to the Government Code, to read:

5
6 TITLE 7.10. SAN FRANCISCO BAY AREA WATER
7 TRANSIT AUTHORITY

8
9 66540. Unless the context otherwise requires, the
10 definitions set forth in this section govern the
11 construction of this title.

12 (a) "Authority" means the San Francisco Bay Area
13 Water Transit Authority created by Section 66540.1.

1. The first part of the report discusses the general situation of the country and the progress of the work during the year.

2. The second part of the report discusses the results of the work during the year and the progress of the work during the year.

3. The third part of the report discusses the results of the work during the year and the progress of the work during the year.

4. The fourth part of the report discusses the results of the work during the year and the progress of the work during the year.

5. The fifth part of the report discusses the results of the work during the year and the progress of the work during the year.

(b) "Board" means the board of directors of the authority.

66540.1. There is hereby created the San Francisco Bay Area Water Transit Authority.

66540.2. (a) The authority shall be governed by a board comprised of nine members as follows:

(1) Eight of the members shall be appointed as follows:

(A) Four members shall be appointed by the Governor.

(B) Two members shall be appointed by the Senate Committee on Rules.

(C) Two members shall be appointed by the Assembly Committee on Rules.

(D) The appointments made pursuant to this paragraph shall be subject to Senate confirmation.

(2) One member shall be a member of the citizens' advisory committee established under Section 66540.14, and shall be selected by, and serve at the pleasure of, that committee.

(b) (1) From his or her appointees, the Governor shall designate one member as the president of the board and one member as the vice president of the board.

(2) The six remaining members of the board appointed pursuant to paragraph (1) of subdivision (a) shall consist of a representative from the maritime industry, a representative from the transit industry, a biological resource specialist, two locally elected officials, and a representative from the public at large who is a regular user of the water transit services of the authority.

(c) Each member of the board shall be a resident of a county in the region described in Section 66502.

(d) In making the appointments, the appointing authorities shall make every effort to ensure that the board is geographically balanced, but only to the extent consistent with the requirements of this title.

66540.4. The initial terms of the appointed directors shall be eight years.

66540.6. Upon the expiration of the eight-year terms described in Section 66540.4, two directors shall be appointed to serve until February 1, 2010, two directors

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the transparency and accountability of the organization. This section also outlines the various methods used to collect and analyze data, ensuring that the information is reliable and up-to-date.

2. The second part of the document focuses on the financial aspects of the organization. It provides a detailed overview of the budget, including the projected income and expenses for the upcoming year. This section also discusses the various financial risks and how they are being managed to ensure the organization's financial stability.

3. The third part of the document addresses the operational aspects of the organization. It describes the various processes and procedures that are in place to ensure the efficient and effective delivery of services. This section also discusses the various challenges that the organization is facing and how they are being addressed.

4. The fourth part of the document discusses the human resources of the organization. It provides a detailed overview of the current staff and the various roles and responsibilities of each employee. This section also discusses the various training and development programs that are in place to ensure that the staff is equipped with the skills and knowledge needed to perform their jobs effectively.

5. The fifth part of the document discusses the marketing and public relations of the organization. It describes the various strategies and tactics that are being used to promote the organization's services and to build a strong relationship with the public. This section also discusses the various challenges that the organization is facing in this area and how they are being addressed.

6. The sixth part of the document discusses the legal and regulatory aspects of the organization. It provides a detailed overview of the various laws and regulations that apply to the organization and how they are being complied with. This section also discusses the various legal risks and how they are being managed to ensure the organization's legal compliance.

7. The seventh part of the document discusses the environmental and social aspects of the organization. It describes the various initiatives and programs that are in place to promote environmental sustainability and social responsibility. This section also discusses the various challenges that the organization is facing in this area and how they are being addressed.

8. The eighth part of the document discusses the future of the organization. It provides a detailed overview of the various opportunities and challenges that the organization is facing and how they are being addressed. This section also discusses the various strategies and tactics that are being used to ensure the organization's long-term success.

1 shall be appointed to serve until February 1, 2011, and
2 four directors shall be appointed to serve until February
3 1, 2012.

4 66540.8. The directors of the board shall serve without
5 pay, but they may receive their necessary, actual
6 expenses incurred in the discharge of their duties.

7 66540.10. The board shall employ a chief executive
8 officer who shall have charge of administering the affairs
9 and responsibilities of the authority, subject to the policy
10 direction of the board. The chief executive officer, subject
11 to the approval of the board, shall oversee the hiring of
12 employees necessary to carry out the functions of the
13 authority.

14 66540.12. The board shall employ a general counsel,
15 responsible for managing the legal affairs of the authority,
16 and the board may employ additional legal staff, contract
17 for private legal counsel, and contract with state agencies
18 for legal services.

19 66540.14. Not later than six months from the date of
20 the first meeting of the board, the chief executive officer,
21 with the advice and consent of the board, shall convene
22 a citizens' advisory committee to assist and advise the
23 board in carrying out its functions. The citizens' advisory
24 committee shall meet on a regular basis. The citizens'
25 advisory committee shall include one member
26 representing each local jurisdiction in which a water
27 transit terminal exists or is proposed. The members shall
28 be appointed by the elected governing body of each
29 respective local jurisdiction. Additional members shall
30 include at least one member who represents each of the
31 following interests: fish and wildlife, recreational boating,
32 private environmental protection entities, business, real
33 estate development, architecture, urban planning,
34 private sector vessel operators, and labor relations, as well
35 as the public at large. The citizens' advisory committee
36 shall appoint one of its members to the board.

37 66540.16. Not later than six months from the date of
38 the first meeting of the board, the chief executive officer,
39 with the advice and consent of the board, shall convene
40 a technical advisory committee to assist and advise the



1 board in carrying out its functions. The technical advisory
2 committee shall meet on a regular basis. The technical
3 advisory committee shall consist of members
4 representing local, regional, state, and federal agencies,
5 and operating ground transportation agencies.

6 66540.18. The board shall properly notice and conduct
7 its meetings in accordance with the Ralph M. Brown Act
8 (Chapter 9 (commencing with Section 54950) of Part 1 of
9 Division 2 of Title 5 of the Government Code).

10 66540.20. The authority shall prepare and adopt a San
11 Francisco Bay Area regional water transit plan. The plan
12 shall include all appropriate land-side, vessel, and support
13 elements; operational and performance standards, and
14 policies. The plan shall be based upon, and be consistent
15 with, the document entitled "San Francisco Bay Area
16 Water Transit Initiative," dated February 1999, and
17 prepared by the San Francisco Bay Area Council and the
18 San Francisco Bay Area Economic Forum, and shall
19 include all environmental standards and conditions set
20 forth in that initiative. The adoption of the plan shall be
21 subject to public hearings in all nine San Francisco Bay
22 area counties, and shall be reviewed for consistency with
23 the regional transportation plan prepared by the
24 Metropolitan Transportation Commission. A copy of the
25 plan shall be submitted to the Legislature. The authority
26 shall accomplish programmatic environmental impact
27 reports in connection with the adoption of the plan, as
28 required under Division 13 (commencing with Section
29 21000) of the Public Resources Code. The plan shall not
30 be implemented until the Legislature by statute approves
31 the plan.

32 66540.22. The authority shall prepare and adopt a
33 capital improvement plan for implementing the San
34 Francisco Bay area regional water transit plan. The
35 capital improvement plan shall include the costs of land
36 transit needed to provide feeder service to the water
37 transit system. The authority shall also prepare a
38 feasibility study, including a projection of operating costs
39 and revenues, and an identification of proposed sources
40 for operating subsidies. The capital improvement plan

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document states that a thorough record-keeping system is essential for identifying trends, managing cash flow, and preparing for tax obligations.

2. The second part of the document outlines the various methods used to collect and analyze data. It describes the process of gathering information from different sources, such as sales receipts, invoices, and bank statements. The document also discusses the importance of regular audits to verify the accuracy of the records and to detect any potential errors or fraud. It mentions that the data is analyzed using statistical methods to identify patterns and trends over time.

3. The third part of the document focuses on the application of the collected data. It explains how the information is used to make informed decisions about business operations, such as pricing, inventory management, and marketing strategies. The document highlights the role of data in forecasting future performance and in identifying areas for improvement. It also mentions that the data is used to generate reports for management and for external stakeholders, such as investors and regulators.

4. The fourth part of the document discusses the challenges associated with data collection and analysis. It mentions the difficulty of obtaining complete and accurate data, especially in a fast-paced business environment. It also discusses the importance of having a clear and consistent methodology for data collection and analysis to ensure the reliability of the results. The document suggests that using technology, such as spreadsheets and data management software, can help to overcome these challenges and improve the efficiency of the data collection process.

5. The fifth part of the document provides a summary of the key findings and conclusions. It reiterates the importance of accurate record-keeping and the use of data in decision-making. It also mentions that the data collected over the period of study has provided valuable insights into the business's performance and has helped to identify areas for improvement. The document concludes by stating that the information presented here is intended to serve as a guide for other businesses looking to improve their data management practices.

1 shall be consistent with the water transit plan and shall be
2 subject to the public hearing and review process
3 described in Section 66540.20.

4 66540.24. The authority shall operate a
5 comprehensive San Francisco Bay area regional public
6 water transit system, that includes water transit
7 terminals, feeder buses, and any other transport and
8 facilities supportive of the system. The primary focus of
9 the authority shall be the provision of services through
10 the development and operation of a comprehensive
11 water transit system. The authority shall affect the
12 operation of an existing public water transit service only
13 with the consent of the operator of that service.

14 66540.26. (a) The authority shall plan for, coordinate,
15 and effect the delivery of feeder bus services that serve
16 the water transit terminals. The plans shall be
17 coordinated with local public transit operators.

18 (b) For the purposes of carrying out subdivision (a),
19 the authority may do all of the following:

20 (1) Enter into agreements with public transit
21 operators for the provision of feeder transit services that
22 offer direct linkages to the water transit system.

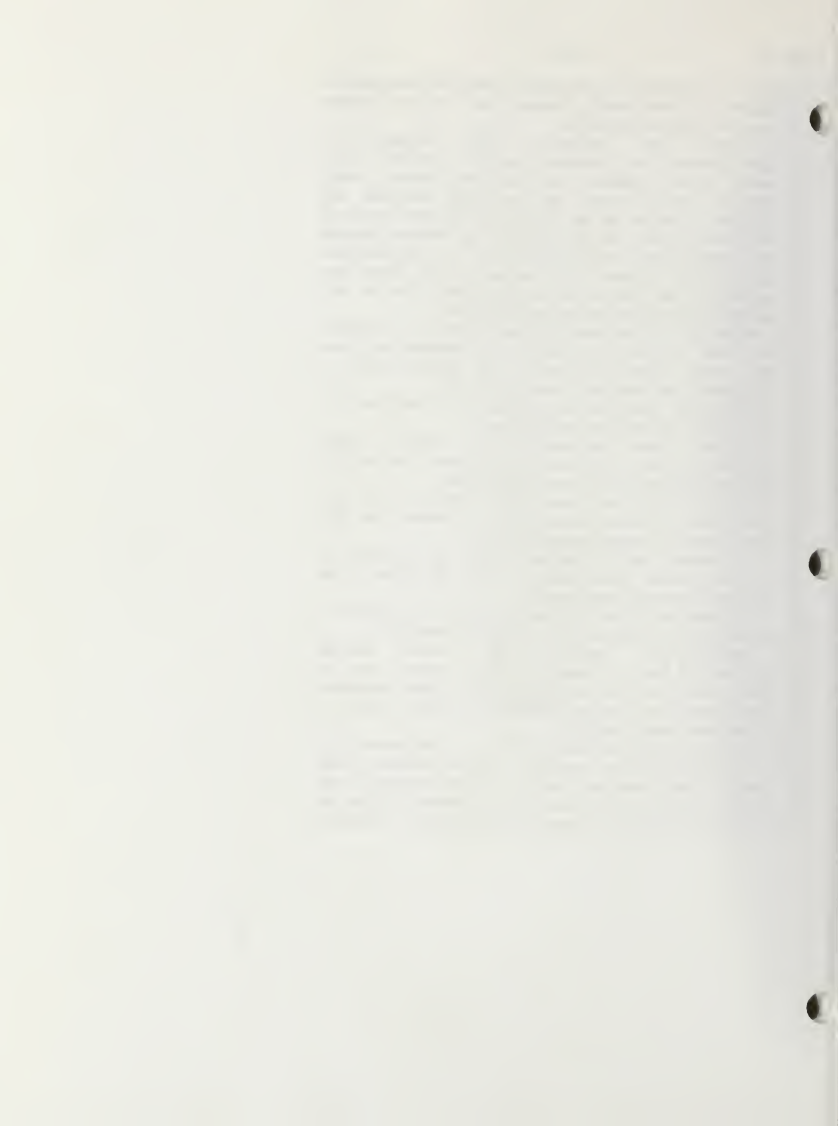
23 (2) Own rolling stock, and operate feeder bus lines and
24 other forms of feeder transportation, as needed, that offer
25 direct linkages to the water transit system.

26 (3) Contract with franchisees for the purpose of
27 providing feeder transportation services that offer direct
28 linkages to the water transit system.

29 (4) Take any other actions necessary and proper to
30 ensure that feeder transportation services are provided.

31 66540.28. The authority may accept, through
32 purchase of fee, conveyance of title, long-term lease, or
33 other means deemed appropriate, the vessels, terminals,
34 maintenance and support facilities, and other assets of
35 public water transit providers.

36 66540.30. The authority shall, in coordination with
37 local public agencies, construct, acquire, develop, jointly
38 develop, own, maintain, operate, and lease property and
39 facilities which are elements of the operations of the San
40 Francisco Bay area water transit service, including



1 terminals, parking, maintenance and administration
2 facilities.

3 66540.32. The authority may enter into agreements
4 for the joint use or joint development of any property
5 rights, including air rights, owned by the authority.

6 66540.34. The authority shall set fares for travel on the
7 water transit system that it operates, and define and set
8 other fares and fees for services related to the water
9 transit system without the approval of the Public Utilities
10 Commission.

11 66540.36. The authority may acquire real or personal
12 property, through negotiation, purchase, lease, or gift.

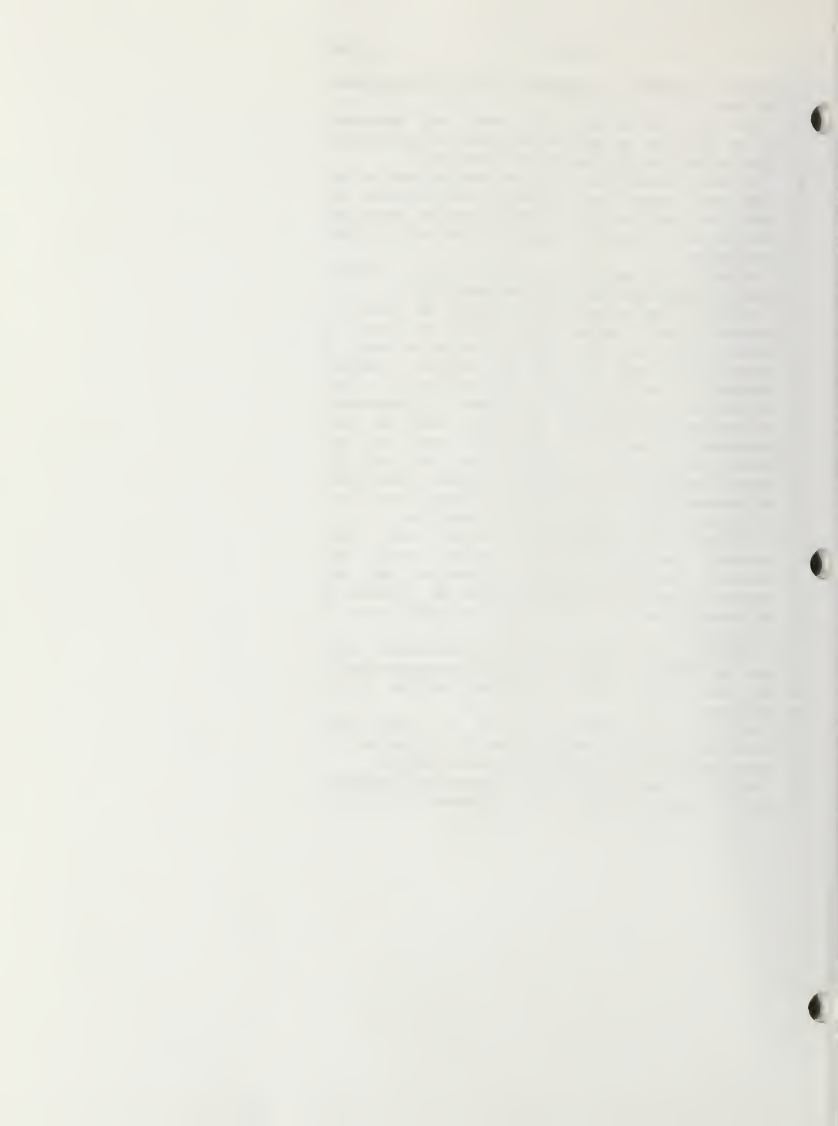
13 66540.38. The authority may exercise the power of
14 eminent domain within the region described in
15 subdivision (b) of Section 66540.2, except in areas of
16 national park lands, to take any property necessary,
17 incidental, or convenient to carry out the purposes of the
18 authority. In the event that the power of condemnation
19 is exercised, the authority shall duly notify the local
20 jurisdiction in which the property is sited, and shall
21 exercise the power of eminent domain only with the
22 formal consent of that jurisdiction. Eminent domain can
23 be exercised only if the authority and the affected local
24 jurisdiction each approve its use by a two-thirds vote.

25 66540.40. The authority may acquire, own, lease,
26 construct, and operate water transit vessels and
27 equipment, including, but not limited to, real and
28 personal property, and equipment, and any facilities of
29 the authority, except those facilities providing access to
30 national parks.

31 66540.42. The authority may select franchisees, which
32 may be private or public, for those operating elements of
33 the water transit system and related facilities of the
34 authority.

35 66540.44. The authority may enter into contracts with
36 public, private, and nonprofit entities for the provision of
37 services and materials necessary to carry out its purposes.

38 66540.46. The authority shall prepare and implement
39 annual operating budgets for the operation of the San



1 Francisco Bay area water transit system, associated
2 terminals, and related feeder transit and support services.

3 66540.48. The authority shall contract with an
4 independent certified public account for an annual audit
5 of the financial records and books of the authority. The
6 accountant shall submit a report of the audit to the board
7 and the board shall make copies of the report available to
8 the public.

9 66540.50. The authority may apply for and receive
10 grants from any and all state and federal agencies.

11 66540.52. The authority may solicit and accept gifts,
12 fees, grants, or allocations from other public and private
13 entities.

14 66540.54. The authority may sue and be sued.

15 66540.56. The authority may issue revenue bonds.

16 66540.58. The authority may incur bonded
17 indebtedness and receive and manage a dedicated
18 revenue source.

19 66540.60. The authority may deposit or invest any
20 moneys of the authority in banks or financial institutions
21 in the state in accordance with state law.

22 66540.62. The authority shall prescribe a method of
23 securing employees, and shall adopt rules and regulations
24 governing the employment of employees including the
25 establishment of a retirement system. If the authority
26 determines that it is in the best interests of the employees
27 of the authority, the authority may enter into a contract
28 with the Public Employees Retirement System.

29 66540.64. The authority may create, oversee, and
30 terminate special advisory committees.

31 66540.68. The authority is subject to the California
32 Environmental Quality Act (Division 13 (commencing
33 with Section 21000) of the Public Resources Code) and
34 the National Environmental Policy Act of 1969 (42 U.S.C.
35 Sec. 4321 et seq.).

36 66540.70. The authority shall not exercise the power
37 to levy any tax or to seek that authority for any purposes.

38 66540.72. *The authority shall be funded through*
39 *appropriations made under the annual Budget Act.*

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the transparency and accountability of the organization. This section also outlines the various methods used to collect and analyze data, ensuring that the information is reliable and up-to-date.

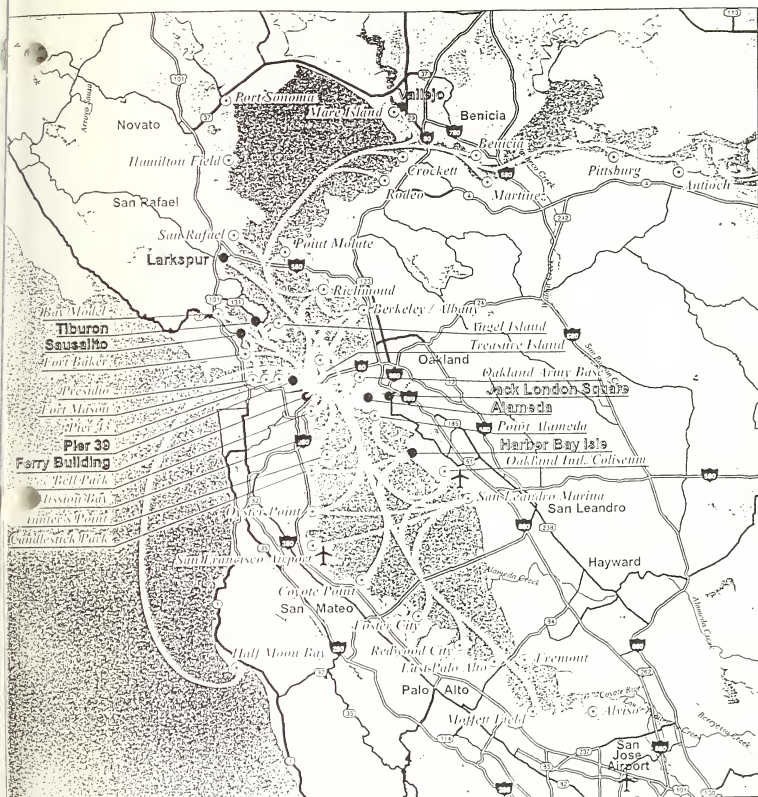
2. The second part of the document focuses on the implementation of the proposed changes. It details the steps involved in the transition process, from the initial planning phase to the final execution. This section also addresses the potential challenges and risks associated with the changes, providing strategies to mitigate them.

3. The third part of the document discusses the impact of the changes on the organization's overall performance. It highlights the positive outcomes achieved, such as improved efficiency and cost savings. This section also identifies areas for further improvement and provides recommendations for future actions.

4. The fourth part of the document provides a summary of the key findings and conclusions. It reiterates the importance of the changes and the need for continued monitoring and evaluation. This section also includes a list of references and a glossary of terms.

1 SEC. 3. Notwithstanding Section 17610 of the
2 Government Code, if the Commission on State Mandates
3 determines that this act contains costs mandated by the
4 state, reimbursement to local agencies and school
5 districts for those costs shall be made pursuant to Part 7
6 (commencing with Section 17500) of Division 4 of Title
7 2 of the Government Code. If the statewide cost of the
8 claim for reimbursement does not exceed one million
9 dollars (\$1,000,000), reimbursement shall be made from
10 the State Mandates Claims Fund.

Date	Time	Temp	Wind	Clouds	Humidity	Pressure	Remarks
1911	10:00	75	S	100	75	30.0	Clear
1911	11:00	78	S	100	75	30.0	Clear
1911	12:00	80	S	100	75	30.0	Clear
1911	13:00	82	S	100	75	30.0	Clear
1911	14:00	85	S	100	75	30.0	Clear
1911	15:00	88	S	100	75	30.0	Clear



Source: DeLorme, Street Atlas USA, 1996

LEGEND

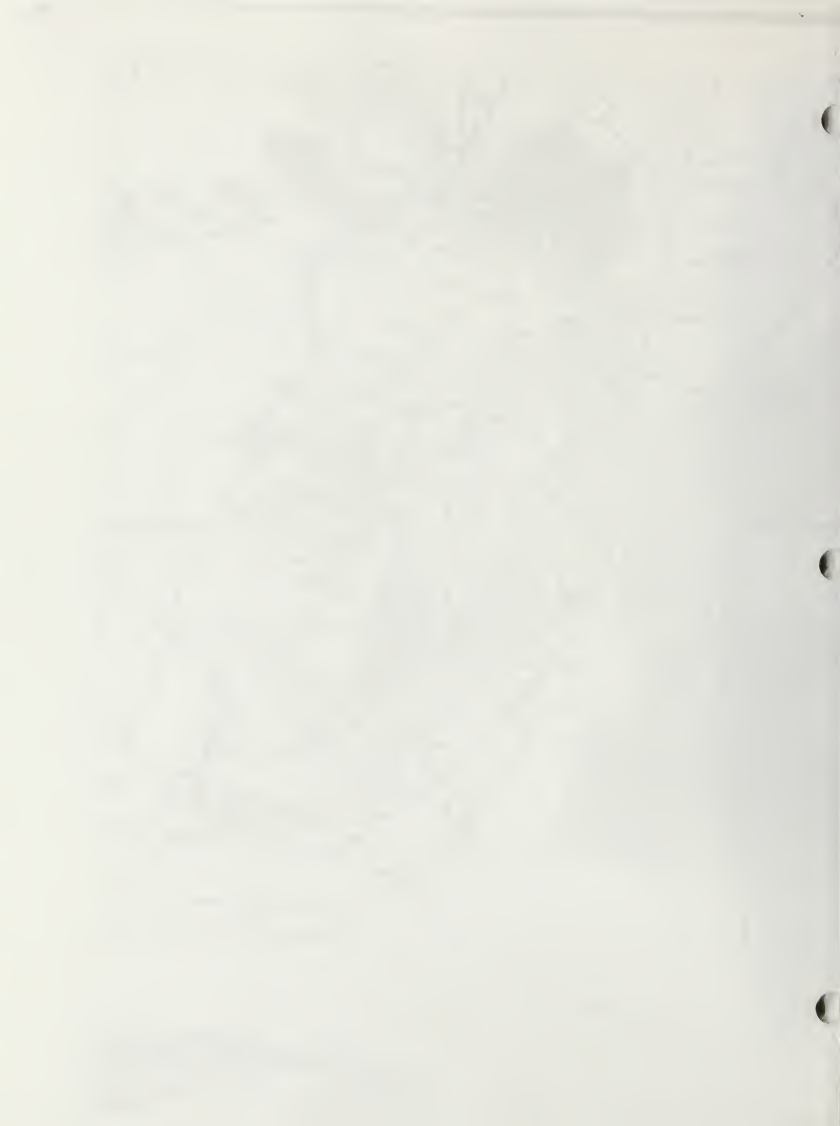
- Potential Passenger Water Transit Routes
- Potential Water Transit Terminal Locations

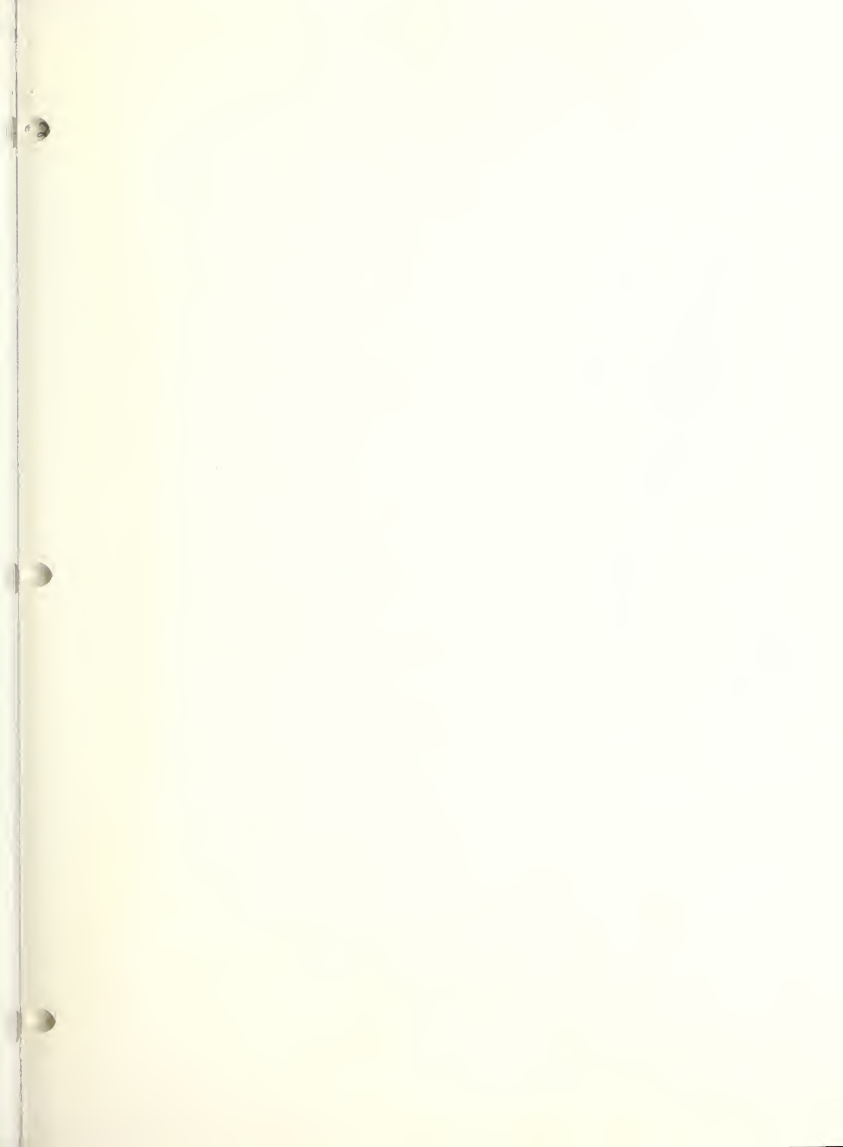
POTENTIAL BUILD-OUT PASSENGER WATER TRANSIT ROUTES

February 1999
40011-001-141

Bay Area Water Transit Study
Bay Area Council

FIGURE 3







AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Support of Bay Area High-Speed Water Initiative and Senate Bill 428

Agenda No. _____

Contact Person/Phone: Annemarie Conroy

Meeting Date: 9/8/99

SUMMARY OF PROPOSED ACTION: Approval of the attached resolution puts the Authority on record in support of the formation of the San Francisco Bay Area Water Transit Authority encompassed in Senate Bill 428 and endorses the report issued In February 1999 under the auspices of the Bay Area Water Transit Initiative, which includes many state and local officials, including Mayor Willie Brown, the Bay Area Council and Bay Area Economic Forum. The Water Transit Initiative was created as a result of State Senate legislation directing the Bay Area Council and the Bay Area Economic Forum to form a regional action plan for water transit on the Bay.

BACKGROUND AND DESCRIPTION OF PROPOSED ACTION: Since access to Treasure Island is constrained by capacity on the Bay Bridge, ferry transit is essential and is a cornerstone of the reuse plan for Treasure Island. The Bay Area Water Transit Initiative's "Vision and Conceptual Design" includes Treasure Island as potential route for passengers, indicating that the island should be included in Phase I of the implementation of the system. Specifically, the Plan states that "Treasure Island could be linked to San Francisco, Berkeley and Oakland with boats leaving every 10 to 15 minutes. About 5,000 daily passengers are expected to use these services".

Senate Bill 428 would create the San Francisco Bay Area Water Transit Authority (SFBAWT) which would prepare and adopt a regional water transit plan and a capital improvement plan for implementing the plan. The SFBAWT would also operate the regional water public water transit system.

ATTACHMENTS: Please see attached copy of SB 428, and an excerpt from the "Vision" depicting proposed passenger routes and a rendering of TI terminal.

1. The following information is being furnished to you for your information:

(S) (U)

2. This information is being furnished to you under the authority of:

3. The information is being furnished to you for your information. It is not to be distributed outside your organization. It is not to be used for any purpose other than that for which it was furnished. It is not to be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission of the originator.

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RESOLUTION NO. _____

A RESOLUTION ENDORSING THE CREATION OF THE SAN FRANCISCO BAY AREA WATER TRANSIT AUTHORITY EMPHASIZING THE CREATION, OPERATION AND MAINTENANCE OF WATER TRANSIT SERVICE TO AND FROM TREASURE ISLAND

WHEREAS, the California State Senate directed the Bay Area Council and the Bay Area Economic Forum to create a Task Force to formulate a regional action plan for water transit on San Francisco Bay for the 21st century; and

WHEREAS, the Task Force issued its report in February, 1999 and included Treasure Island as a in the first phase of implementation of the system as a potential water transit terminal location and link to San Francisco, Berkeley and Oakland; and

WHEREAS, regularly scheduled ferry service will alleviate traffic congestion and reduce air pollution on Bay Area roads and highways, especially the Bay Bridge and is essential to the well-being of Treasure Island residents and businesses; and

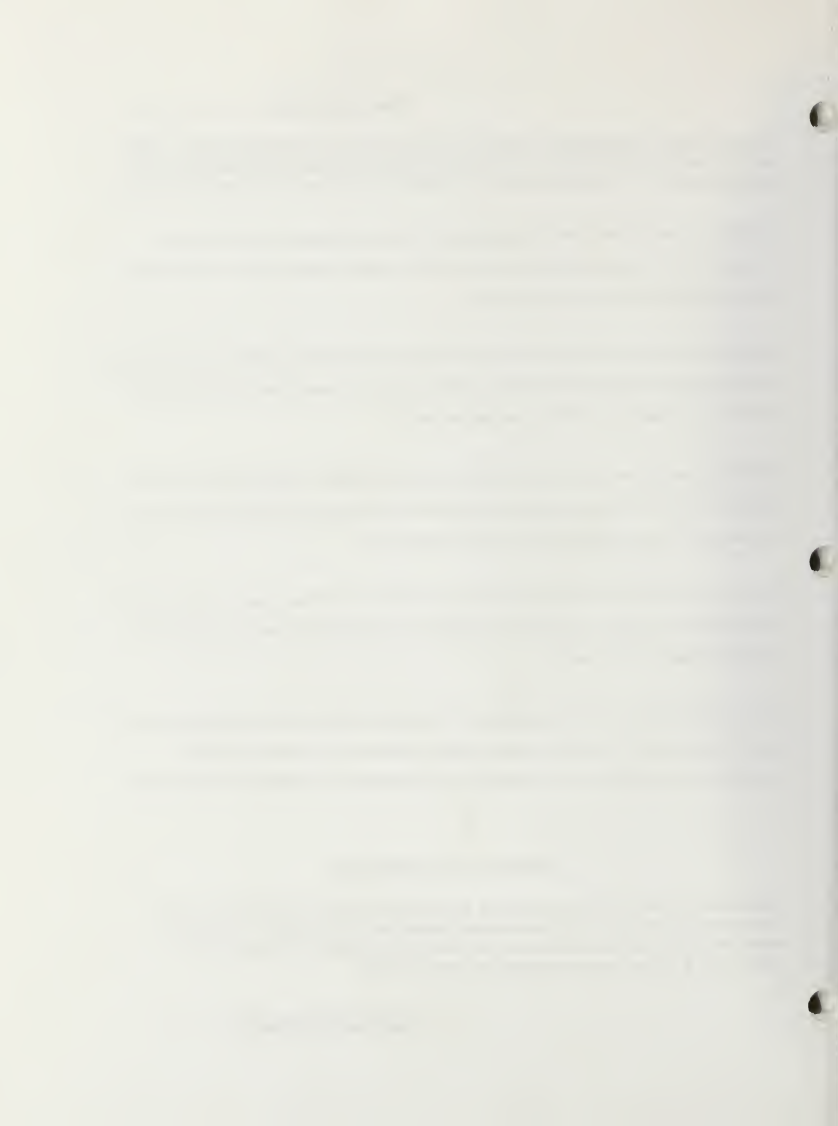
WHEREAS, Senate Bill 428 creates the San Francisco Bay Area Water Transit Authority which would prepare and adopt a regional water transit plan, a capital improvement plan and would operate the water transit system;

BE IT RESOLVED, that the Treasure Island Development Authority endorses the formation of the San Francisco Bay Area Water Transit Authority and strongly recommends that this Authority take reasonable action to establish water transit service to and from Treasure Island.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on July 14, 1999.

John Elberling, Secretary



AMENDED IN SENATE MAY 28, 1999
AMENDED IN SENATE APRIL 27, 1999
AMENDED IN SENATE APRIL 14, 1999

SENATE BILL

No. 428

Introduced by Senator Perata

February 16, 1999

An act to add Title 7.10 (commencing with Section 66540) to, and to repeal Section 66519 of, the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 428, as amended, Perata. Transportation: San Francisco Bay Area Water Transit Authority.

(1) Existing law authorizes the Metropolitan Transportation Commission to develop and adopt a long-range plan for implementing high-speed water transit on the San Francisco Bay.

This bill would repeal the authority of the commission to adopt a long-range plan for implementing high-speed water transit on the San Francisco Bay. The bill would create the San Francisco Bay Area Water Transit Authority, and would require the board of directors of the authority to consist of 9 members to be appointed and selected, as specified. The bill would prescribe the terms of the directors on the board. The bill would require the board to employ a chief executive officer and a general counsel and to convene a citizens' advisory committee and a technical advisory committee. The bill would require the board to prepare and adopt a bay area

regional water transit plan and a capital improvement plan for implementing the bay area regional water transit plan, and to operate a comprehensive bay area regional public water transit system, as prescribed. The provision of the San Francisco Bay area regional water transit plan would not become operative until the Legislature, by statute, approves the plan. The bill would prescribe related matters with regard to the powers and duties of the authority.

The bill would impose a state-mandated local program by imposing those duties on the authority.

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This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 66519 of the Government Code
2 is repealed.

3 SEC. 2. Title 7.10 (commencing with Section 66540)
4 is added to the Government Code, to read:

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6 TITLE 7.10. SAN FRANCISCO BAY AREA WATER
7 TRANSIT AUTHORITY
8

9 66540. Unless the context otherwise requires, the
10 definitions set forth in this section govern the
11 construction of this title.

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4. The fourth part of the document discusses the human resources aspects of the organization. It provides a detailed overview of the various roles and responsibilities of the organization's employees, as well as the various strategies used to attract, recruit, and retain talent. This section also discusses the various challenges that the organization may face and the strategies used to overcome these challenges.

5. The fifth part of the document discusses the legal aspects of the organization. It provides a detailed overview of the various laws and regulations that the organization must comply with, as well as the various strategies used to ensure compliance. This section also discusses the various challenges that the organization may face and the strategies used to overcome these challenges.

6. The sixth part of the document discusses the environmental aspects of the organization. It provides a detailed overview of the various environmental risks that the organization may face, as well as the various strategies used to mitigate these risks. This section also discusses the various challenges that the organization may face and the strategies used to overcome these challenges.

7. The seventh part of the document discusses the social aspects of the organization. It provides a detailed overview of the various social responsibilities that the organization has, as well as the various strategies used to fulfill these responsibilities. This section also discusses the various challenges that the organization may face and the strategies used to overcome these challenges.

8. The eighth part of the document discusses the overall performance of the organization. It provides a detailed overview of the various key performance indicators (KPIs) that the organization uses to measure its performance, as well as the various strategies used to improve performance. This section also discusses the various challenges that the organization may face and the strategies used to overcome these challenges.

1 (b) "Board" means the board of directors of the
2 authority.

3 66540.1. There is hereby created the San Francisco
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7 (1) Eight of the members shall be appointed as follows:

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10 (B) Two members shall be appointed by the Senate
11 Committee on Rules.

12 (C) Two members shall be appointed by the Assembly
13 Committee on Rules.

14 (D) The appointments made pursuant to this
15 paragraph shall be subject to Senate confirmation.

16 (2) One member shall be a member of the citizens'
17 advisory committee established under Section 66540.14,
18 and shall be selected by, and serve at the pleasure of, that
19 committee.

20 (b) (1) From his or her appointees, the Governor
21 shall designate one member as the president of the board
22 and one member as the vice president of the board.

23 (2) The six remaining members of the board
24 appointed pursuant to paragraph (1) of subdivision (a)
25 shall consist of a representative from the maritime
26 industry, a representative from the transit industry, a
27 biological resource specialist, two locally elected officials,
28 and a representative from the public at large who is a
29 regular user of the water transit services of the authority.

30 (c) Each member of the board shall be a resident of a
31 county in the region described in Section 66502.

32 (d) In making the appointments, the appointing
33 authorities shall make every effort to ensure that the
34 board is geographically balanced, but only to the extent
35 consistent with the requirements of this title.

36 66540.4. The initial terms of the appointed directors
37 shall be eight years.

38 66540.6. Upon the expiration of the eight-year terms
39 described in Section 66540.4, two directors shall be
40 appointed to serve until February 1, 2010, two directors

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the transparency and accountability of the organization. This section also outlines the various methods used to collect and analyze data, ensuring that the information is reliable and up-to-date.

2. The second part of the document focuses on the financial aspects of the organization. It provides a detailed breakdown of the budget, including income, expenses, and the resulting surplus or deficit. This section also discusses the various financial risks and the strategies implemented to mitigate them. The goal is to ensure that the organization remains financially sound and sustainable.

3. The third part of the document addresses the operational aspects of the organization. It describes the various departments and their functions, as well as the processes used to manage the organization's day-to-day activities. This section also discusses the various challenges faced by the organization and the strategies used to overcome them. The goal is to ensure that the organization is able to operate efficiently and effectively.

4. The fourth part of the document discusses the organization's relationship with its stakeholders. It describes the various groups that have an interest in the organization, including the government, the public, and the private sector. This section also discusses the organization's policies and procedures for engaging with these stakeholders, ensuring that their views and interests are taken into account.

5. The fifth part of the document discusses the organization's future plans. It describes the various goals and objectives that the organization has set for itself, as well as the strategies used to achieve them. This section also discusses the various risks and challenges that the organization may face in the future, and the strategies used to manage them. The goal is to ensure that the organization is able to achieve its long-term vision and mission.

1 shall be appointed to serve until February 1, 2011, and
2 four directors shall be appointed to serve until February
3 1, 2012.

4 66540.8. The directors of the board shall serve without
5 pay, but they may receive their necessary, actual
6 expenses incurred in the discharge of their duties.

7 66540.10. The board shall employ a chief executive
8 officer who shall have charge of administering the affairs
9 and responsibilities of the authority, subject to the policy
10 direction of the board. The chief executive officer, subject
11 to the approval of the board, shall oversee the hiring of
12 employees necessary to carry out the functions of the
13 authority.

14 66540.12. The board shall employ a general counsel,
15 responsible for managing the legal affairs of the authority,
16 and the board may employ additional legal staff, contract
17 for private legal counsel, and contract with state agencies
18 for legal services.

19 66540.14. Not later than six months from the date of
20 the first meeting of the board, the chief executive officer,
21 with the advice and consent of the board, shall convene
22 a citizens' advisory committee to assist and advise the
23 board in carrying out its functions. The citizens' advisory
24 committee shall meet on a regular basis. The citizens'
25 advisory committee shall include one member
26 representing each local jurisdiction in which a water
27 transit terminal exists or is proposed. The members shall
28 be appointed by the elected governing body of each
29 respective local jurisdiction. Additional members shall
30 include at least one member who represents each of the
31 following interests: fish and wildlife, recreational boating,
32 private environmental protection entities, business, real
33 estate development, architecture, urban planning,
34 private sector vessel operators, and labor relations, as well
35 as the public at large. The citizens' advisory committee
36 shall appoint one of its members to the board.

37 66540.16. Not later than six months from the date of
38 the first meeting of the board, the chief executive officer,
39 with the advice and consent of the board, shall convene
40 a technical advisory committee to assist and advise the



1 board in carrying out its functions. The technical advisory
2 committee shall meet on a regular basis. The technical
3 advisory committee shall consist of members
4 representing local, regional, state, and federal agencies,
5 and operating ground transportation agencies.

6 66540.18. The board shall properly notice and conduct
7 its meetings in accordance with the Ralph M. Brown Act
8 (Chapter 9 (commencing with Section 54950) of Part 1 of
9 Division 2 of Title 5 of the Government Code).

10 66540.20. The authority shall prepare and adopt a San
11 Francisco Bay Area regional water transit plan. The plan
12 shall include all appropriate land-side, vessel, and support
13 elements; operational and performance standards, and
14 policies. The plan shall be based upon, and be consistent
15 with, the document entitled "San Francisco Bay Area
16 Water Transit Initiative," dated February 1999, and
17 prepared by the San Francisco Bay Area Council and the
18 San Francisco Bay Area Economic Forum, and shall
19 include all environmental standards and conditions set
20 forth in that initiative. The adoption of the plan shall be
21 subject to public hearings in all nine San Francisco Bay
22 area counties, and shall be reviewed for consistency with
23 the regional transportation plan prepared by the
24 Metropolitan Transportation Commission. A copy of the
25 plan shall be submitted to the Legislature. The authority
26 shall accomplish programmatic environmental impact
27 reports in connection with the adoption of the plan, as
28 required under Division 13 (commencing with Section
29 21000) of the Public Resources Code. The plan shall not
30 be implemented until the Legislature by statute approves
31 the plan.

32 66540.22. The authority shall prepare and adopt a
33 capital improvement plan for implementing the San
34 Francisco Bay area regional water transit plan. The
35 capital improvement plan shall include the costs of land
36 transit needed to provide feeder service to the water
37 transit system. The authority shall also prepare a
38 feasibility study, including a projection of operating costs
39 and revenues, and an identification of proposed sources
40 for operating subsidies. The capital improvement plan

1 shall be consistent with the water transit plan and shall be
2 subject to the public hearing and review process
3 described in Section 66540.20.

4 66540.24. The authority shall operate a
5 comprehensive San Francisco Bay area regional public
6 water transit system, that includes water transit
7 terminals, feeder buses, and any other transport and
8 facilities supportive of the system. The primary focus of
9 the authority shall be the provision of services through
10 the development and operation of a comprehensive
11 water transit system. The authority shall affect the
12 operation of an existing public water transit service only
13 with the consent of the operator of that service.

14 66540.26. (a) The authority shall plan for, coordinate,
15 and effect the delivery of feeder bus services that serve
16 the water transit terminals. The plans shall be
17 coordinated with local public transit operators.

18 (b) For the purposes of carrying out subdivision (a),
19 the authority may do all of the following:

20 (1) Enter into agreements with public transit
21 operators for the provision of feeder transit services that
22 offer direct linkages to the water transit system.

23 (2) Own rolling stock, and operate feeder bus lines and
24 other forms of feeder transportation, as needed, that offer
25 direct linkages to the water transit system.

26 (3) Contract with franchisees for the purpose of
27 providing feeder transportation services that offer direct
28 linkages to the water transit system.

29 (4) Take any other actions necessary and proper to
30 ensure that feeder transportation services are provided.

31 66540.28. The authority may accept, through
32 purchase of fee, conveyance of title, long-term lease, or
33 other means deemed appropriate, the vessels, terminals,
34 maintenance and support facilities, and other assets of
35 public water transit providers.

36 66540.30. The authority shall, in coordination with
37 local public agencies, construct, acquire, develop, jointly
38 develop, own, maintain, operate, and lease property and
39 facilities which are elements of the operations of the San
40 Francisco Bay area water transit service, including

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods used to collect and analyze data. It includes a detailed description of the sampling process and the statistical techniques employed to interpret the results.

3. The third part of the document presents the findings of the study. It includes a series of tables and graphs that illustrate the trends and patterns observed in the data. The analysis shows that there is a significant correlation between the variables studied.

4. The fourth part of the document discusses the implications of the findings for future research and practice. It suggests that the results of this study could be used to inform policy decisions and to guide the development of new programs and initiatives.

5. The fifth part of the document provides a summary of the key points discussed in the report. It reiterates the importance of accurate record-keeping and the need for ongoing monitoring and evaluation of the system.

1 terminals, parking, maintenance and administration
2 facilities.

3 66540.32. The authority may enter into agreements
4 for the joint use or joint development of any property
5 rights, including air rights, owned by the authority.

6 66540.34. The authority shall set fares for travel on the
7 water transit system that it operates, and define and set
8 other fares and fees for services related to the water
9 transit system without the approval of the Public Utilities
10 Commission.

11 66540.36. The authority may acquire real or personal
12 property, through negotiation, purchase, lease, or gift.

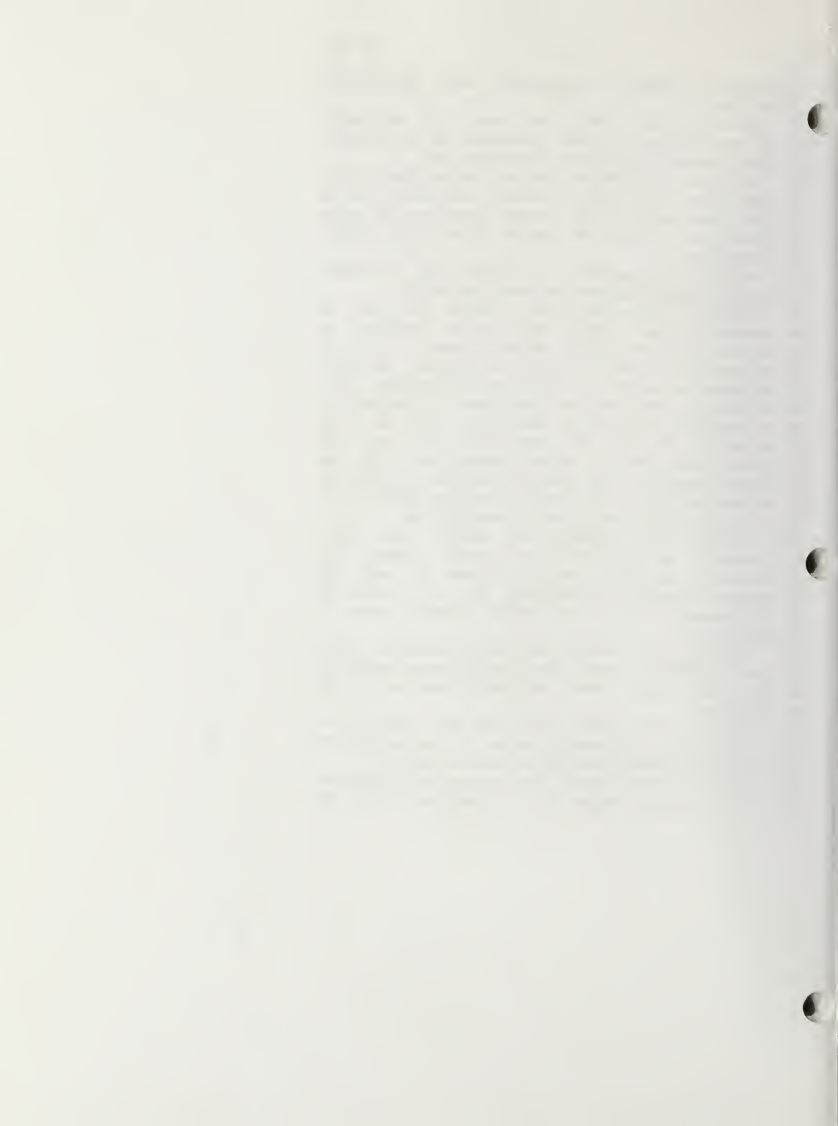
13 66540.38. The authority may exercise the power of
14 eminent domain within the region described in
15 subdivision (b) of Section 66540.2, except in areas of
16 national park lands, to take any property necessary,
17 incidental, or convenient to carry out the purposes of the
18 authority. In the event that the power of condemnation
19 is exercised, the authority shall duly notify the local
20 jurisdiction in which the property is sited, and shall
21 exercise the power of eminent domain only with the
22 formal consent of that jurisdiction. Eminent domain can
23 be exercised only if the authority and the affected local
24 jurisdiction each approve its use by a two-thirds vote.

25 66540.40. The authority may acquire, own, lease,
26 construct, and operate water transit vessels and
27 equipment, including, but not limited to, real and
28 personal property, and equipment, and any facilities of
29 the authority, except those facilities providing access to
30 national parks.

31 66540.42. The authority may select franchisees, which
32 may be private or public, for those operating elements of
33 the water transit system and related facilities of the
34 authority.

35 66540.44. The authority may enter into contracts with
36 public, private, and nonprofit entities for the provision of
37 services and materials necessary to carry out its purposes.

38 66540.46. The authority shall prepare and implement
39 annual operating budgets for the operation of the San



1 Francisco Bay area water transit system, associated
2 terminals, and related feeder transit and support services.

3 66640.48. The authority shall contract with an
4 independent certified public account for an annual audit
5 of the financial records and books of the authority. The
6 accountant shall submit a report of the audit to the board
7 and the board shall make copies of the report available to
8 the public.

9 66540.50. The authority may apply for and receive
10 grants from any and all state and federal agencies.

11 66540.52. The authority may solicit and accept gifts,
12 fees, grants, or allocations from other public and private
13 entities.

14 66540.54. The authority may sue and be sued.

15 66540.56. The authority may issue revenue bonds.

16 66540.58. The authority may incur bonded
17 indebtedness and receive and manage a dedicated
18 revenue source.

19 66540.60. The authority may deposit or invest any
20 moneys of the authority in banks or financial institutions
21 in the state in accordance with state law.

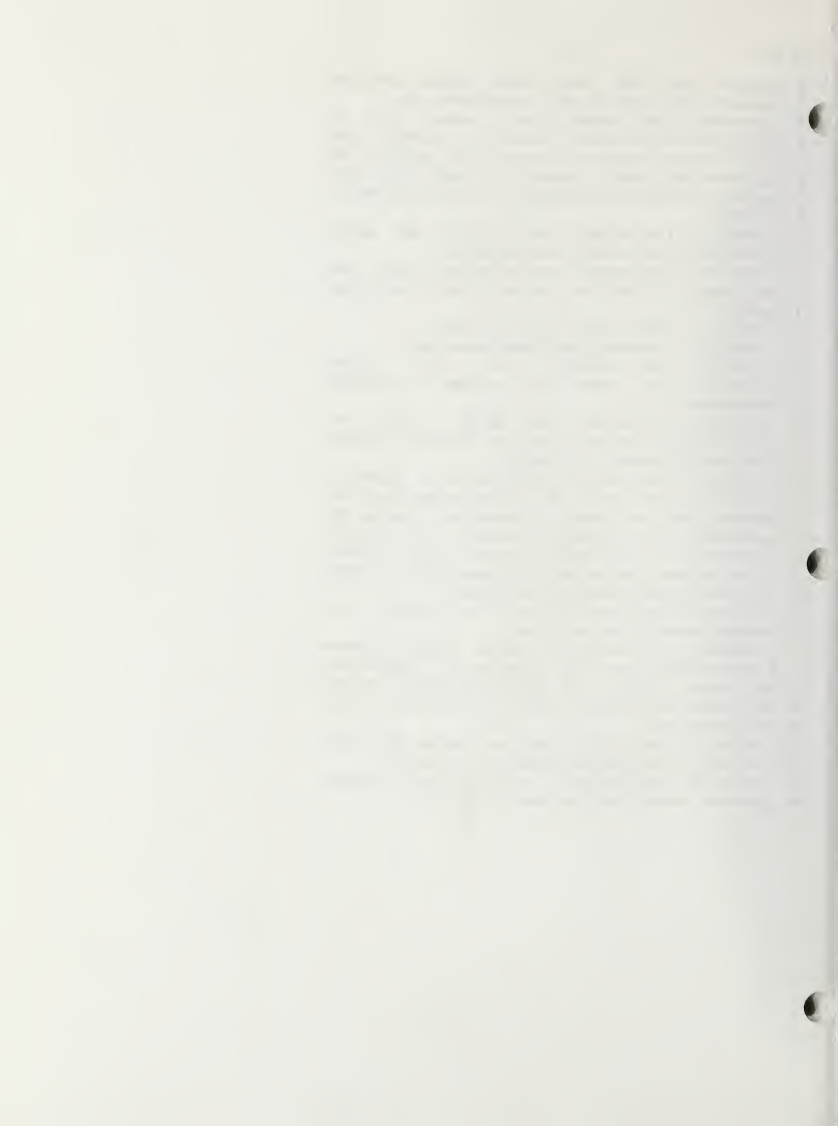
22 66540.62. The authority shall prescribe a method of
23 securing employees, and shall adopt rules and regulations
24 governing the employment of employees including the
25 establishment of a retirement system. If the authority
26 determines that it is in the best interests of the employees
27 of the authority, the authority may enter into a contract
28 with the Public Employees Retirement System.

29 66540.64. The authority may create, oversee, and
30 terminate special advisory committees.

31 66540.68. The authority is subject to the California
32 Environmental Quality Act (Division 13 (commencing
33 with Section 21000) of the Public Resources Code) and
34 the National Environmental Policy Act of 1969 (42 U.S.C.
35 Sec. 4321 et seq.).

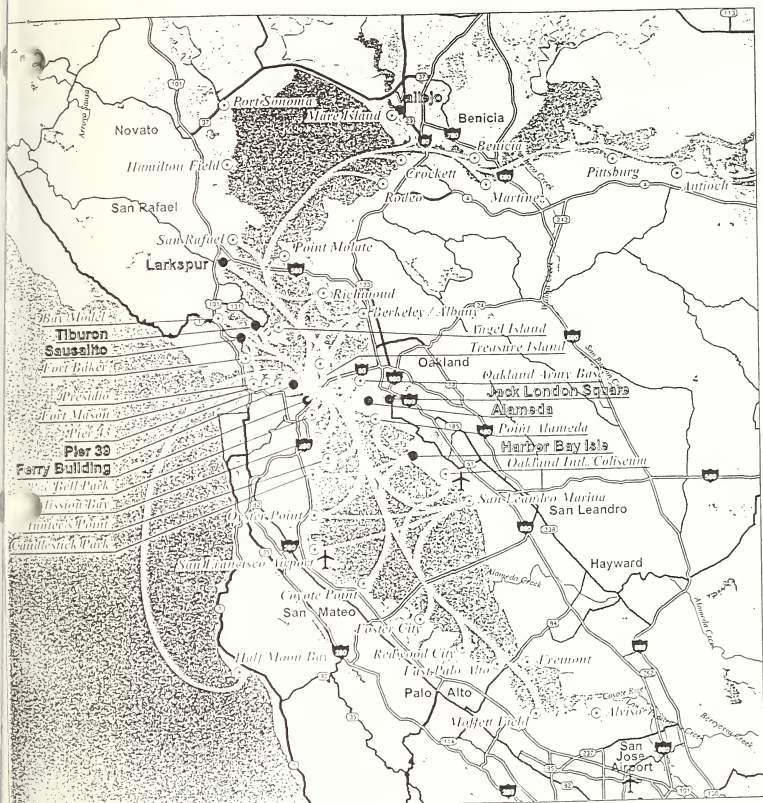
36 66540.70. The authority shall not exercise the power
37 to levy any tax or to seek that authority for any purposes.

38 66540.72. *The authority shall be funded through*
39 *appropriations made under the annual Budget Act.*



1 SEC. 3. Notwithstanding Section 17610 of the
2 Government Code, if the Commission on State Mandates
3 determines that this act contains costs mandated by the
4 state, reimbursement to local agencies and school
5 districts for those costs shall be made pursuant to Part 7
6 (commencing with Section 17500) of Division 4 of Title
7 2 of the Government Code. If the statewide cost of the
8 claim for reimbursement does not exceed one million
9 dollars (\$1,000,000), reimbursement shall be made from
10 the State Mandates Claims Fund.

O



Source: DeLorme, Street Atlas USA, 1996

LEGEND

- Potential Passenger Water Transit Routes
- Potential Water Transit Terminal Locations

0 5 10 miles
0 5 10 kilometers
Scale 1:500,000

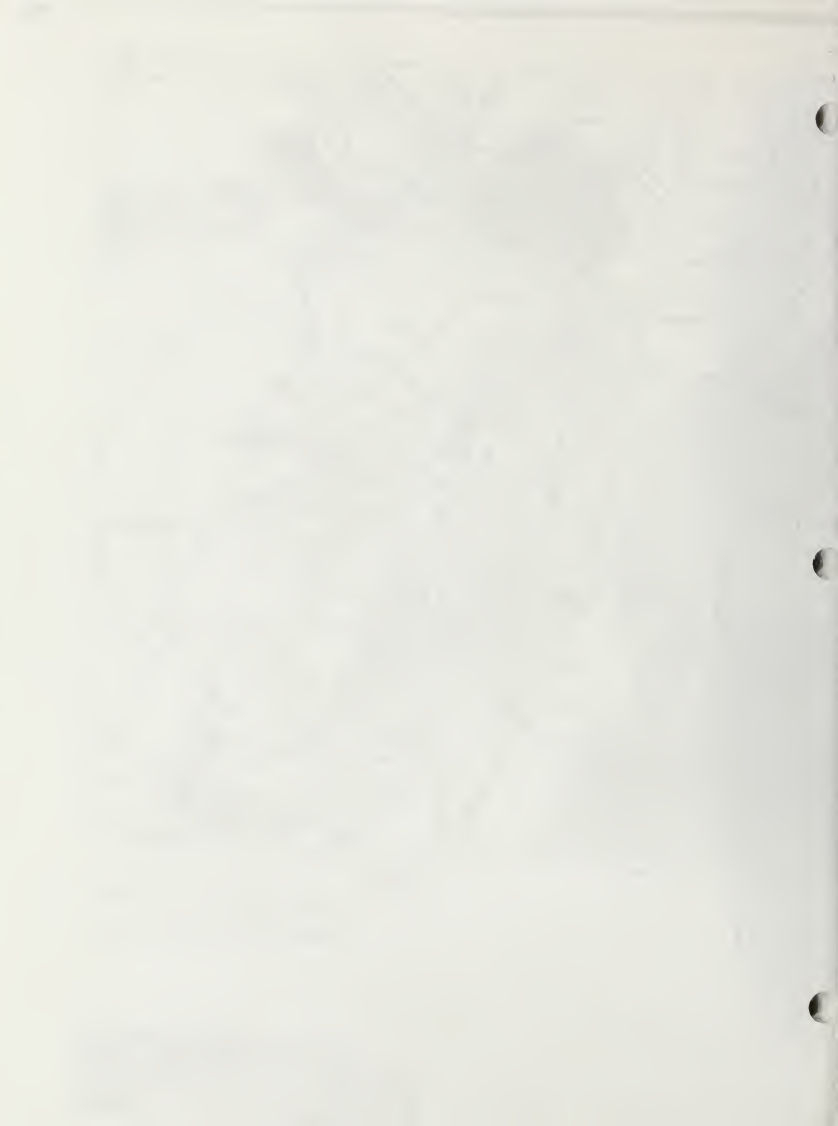
POTENTIAL BUILD-OUT PASSENGER WATER TRANSIT ROUTES

February 1999
40011-001-141

Bay Area Water Transit Study
Bay Area Council

FIGURE 3

DAMES & MOORE







AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Continue two month-to-month sublease with ESPN related to certain housing on Yerba Buena Island

Agenda No. 11

Contact Person/Phone: Daniel Hwang

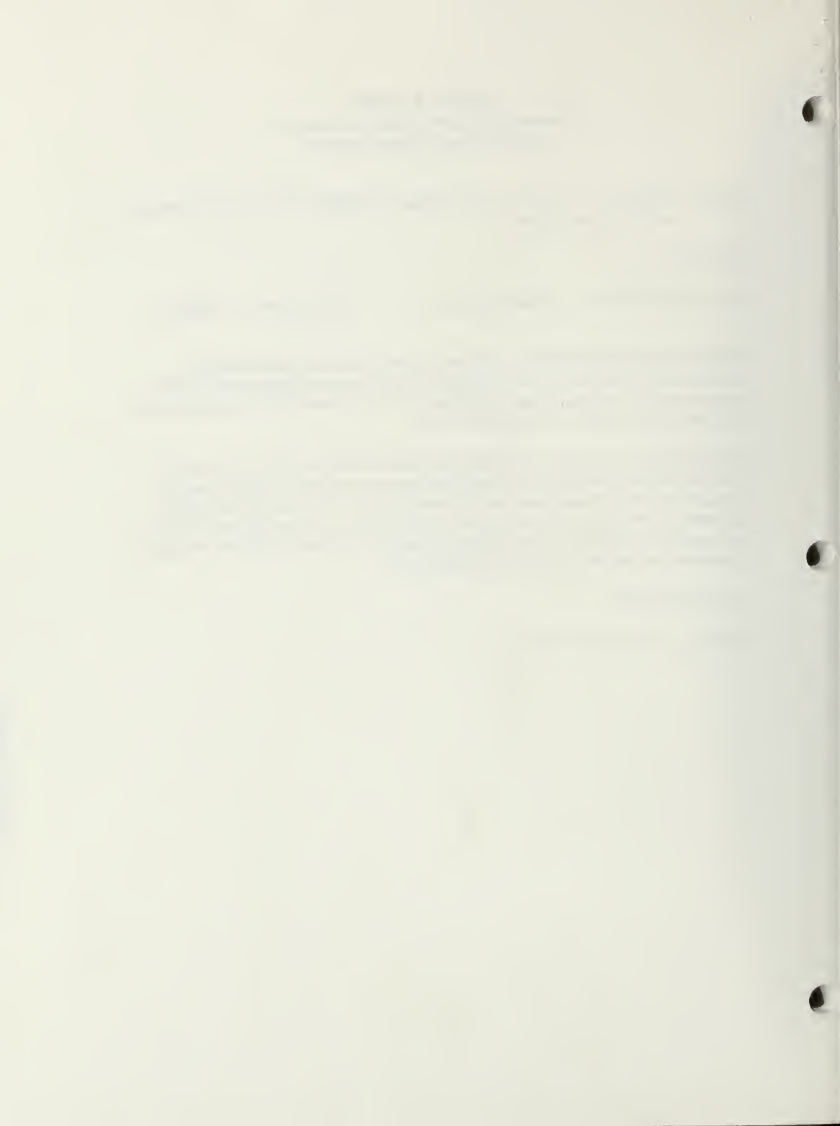
Meeting Date: 9/8/99

SUMMARY OF PROPOSED ACTION: Approval of the attached resolution authorizes the Executive Director to continue a month-to-month sublease with ESPN Productions, Inc. related to Quarters 240 Unit J on Yerba Buena Island. The sublease will automatically terminated on November 1, 1999.

BACKGROUND AND DESCRIPTION OF PROPOSED ACTION: On April 20, 1999 the Authority authorized the Executive Director to continue a month-to-month sublease with ESPN Productions, Inc. for certain housing on Yerba Buena Island until September 1 1999. Since the John Stewart Company units on Treasure Island for the residents from the ESPN X-Games will not be ready until October, 1999, we would like to continue our sublease with ESPN Productions, Inc.

ATTACHMENTS:

Exhibit A- Amendment to Sublease



AUTHORIZING THE EXECUTIVE DIRECTOR TO CONTINUE A MONTH-TO-MONTH SUBLEASE WITH ESPN PRODUCTIONS, INC. RELATED TO CERTAIN HOUSING ON YERBA BUENA ISLAND.

WHEREAS, former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (I) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the Authority to administer the public trust for commerce, navigation and fisheries as to such property; and

WHEREAS, The Tidelands Trust prohibits the sale of trust property into private ownership, generally requires that Tidelands Trust property be accessible to the public and encourages public-oriented uses of Trust property that, among other things, attract people to the waterfront, promote public recreation, protect habitat and preserve open space; and

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and

WHEREAS, According to the Sections 10 and 12 of the Authority's Rules and Procedures for Transfer of Real Property, adopted March 11, 1998, the Executive Director may enter into month-to-month or shorter term leases, licenses or subleases for a cumulative term of no more than six months without competitive bidding or the separate approval of the Authority; and

WHEREAS, San Francisco will be hosting the ESPN X-Games for the next two years, and

WHEREAS, On October 1, 1998, the Executive Director entered into a month-to-month sublease with ESPN Productions, Inc. for housing at Yerba Buena Island Quarters 240 Unit B, C, D, E, J, K, L, M at \$7,800 per month as the base rent (the "Sublease"); and

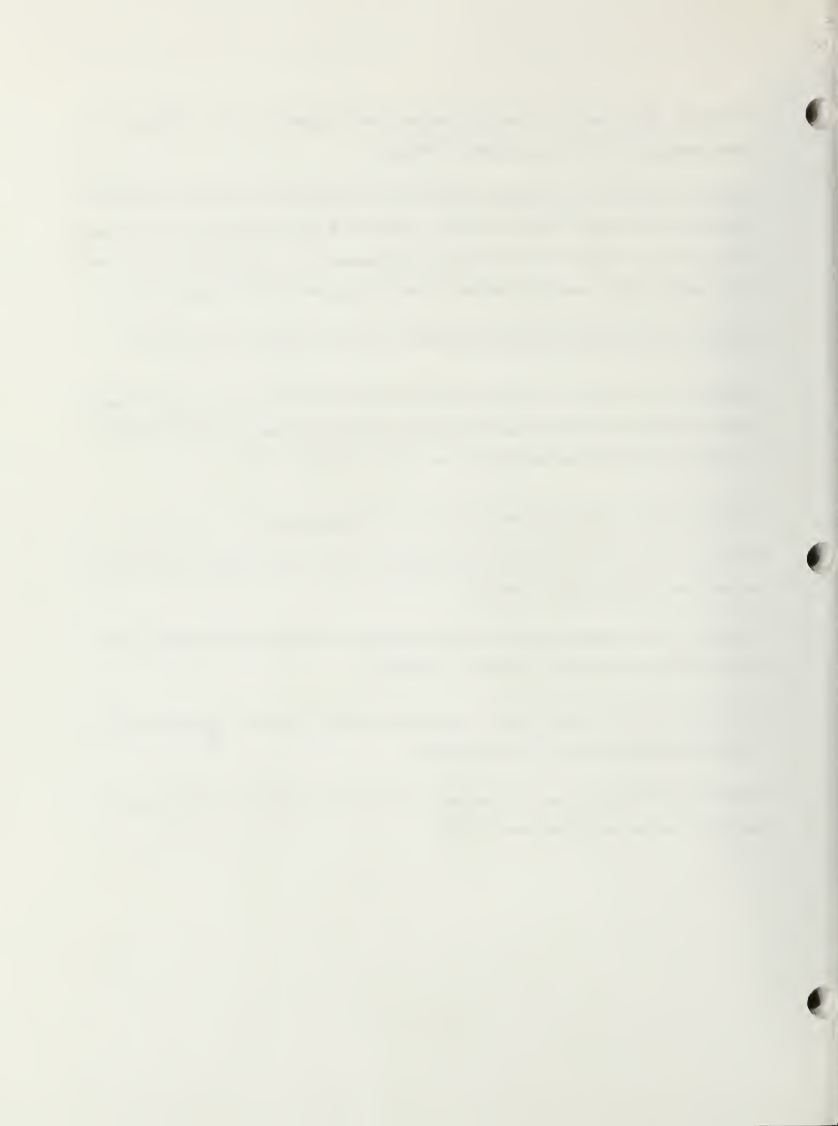
WHEREAS, the term of the Sublease is now in excess of six months; and

WHEREAS, On April 20, 1999, the Authority approved the Executive Director to continue the Sublease term until September 1, 1999, and

WHEREAS, ESPN Productions, Inc. needs to continue to use Quarters 240 housing on Yerba Buena Island until November 1, 1999; now therefore be it

RESOLVED, That the Authority hereby authorizes the Executive Director to continue the term of the Sublease until November 31, 1999; and be it

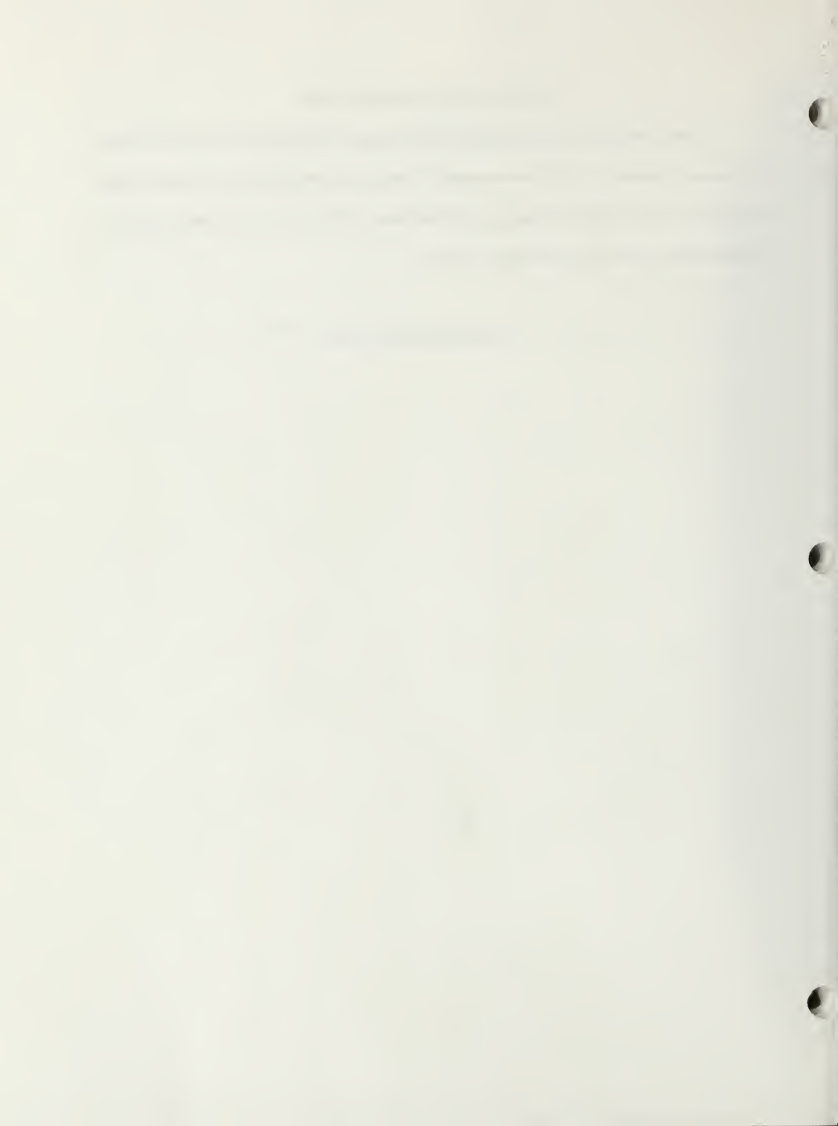
FURTHER RESOLVED, That prior Authority approval shall be required to further extend the term of the Sublease beyond November 1, 1999.



CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at the Properly noticed meeting on September 8, 1999.

John Elberling, Secretary



**FIRST AMENDMENT TO SUBLEASE
between**

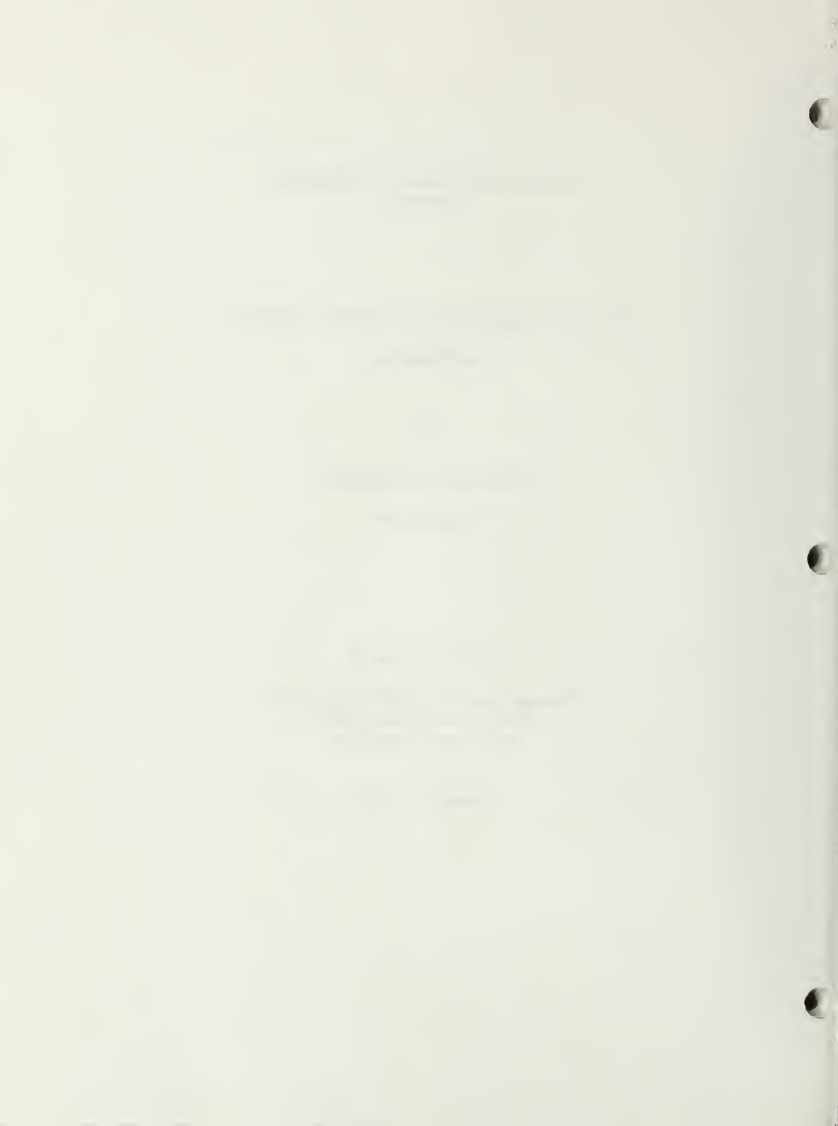
**TREASURE ISLAND DEVELOPMENT AUTHORITY
as Sublandlord**

and

**ESPN PRODUCTIONS, INC.
as Subtenant**

**For the Sublease of
Housing Units 240-B,C,D,E,F,J,L, and M
Naval Station Treasure Island
San Francisco, California**

September 1, 1999



FIRST AMENDMENT TO TREASURE ISLAND SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (the "First Amendment"), dated as of this 1st day of September, 1999, is by and between the Treasure Island Development Authority ("Sublandlord") and ESPN Productions, Inc. ("Subtenant")

This Sublease is made with reference to the following facts and circumstances:

A. Subtenant and Sublandlord entered into that certain sublease, dated October 1, 1998 (the "Original Sublease", and as amended hereby, the "Sublease"), for the use and occupancy of Units 240-B, 240-C, 240-D, 240-E, 240-F, 240-J, 240-L, and 240-M located on Yerba Buena Island, together with a non-exclusive right to use certain related parking, all as more particularly shown on the map attached to the Original Sublease as Exhibit B (the "Original Premises").

B. Subtenant and Sublandlord desire to amend the Original Sublease to reduce the Original Premises and decrease the rent due and owing therefor.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

1. Defined Terms. Capitalized terms not separately defined herein shall have the same meaning provided in the Original Sublease.

2. Reduced Premises. The Original Premises described in Section 1.1 of the Original Sublease are hereby amended to include Unit 240-J, as shown on Exhibit A attached hereto (the "Premises") only.

3. Base Rent Premises. Throughout the Term of the Sublease, Subtenant shall pay the total amount of \$900.00 per month as Base Rent.

4. Security Deposit. The total amount of Subtenant's security deposit under the Sublease shall equal \$1,800.00.

5. Terms and Conditions of Original Sublease Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sublease, as amended by this Amendment, shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Sublandlord and Subtenant have executed this Amendment as of the date first written above.

CONTENTS
ORIGINAL ARTICLES
The Effect of the Diet on the Blood Sugar in the Normal Adult
The Effect of the Diet on the Blood Sugar in the Normal Adult
The Effect of the Diet on the Blood Sugar in the Normal Adult

REPORTS
The Effect of the Diet on the Blood Sugar in the Normal Adult
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THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION
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SUBTENANT:

ESPN PRODUCTIONS, INC.

By: _____

Its: _____

SUBLANDLORD:

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**

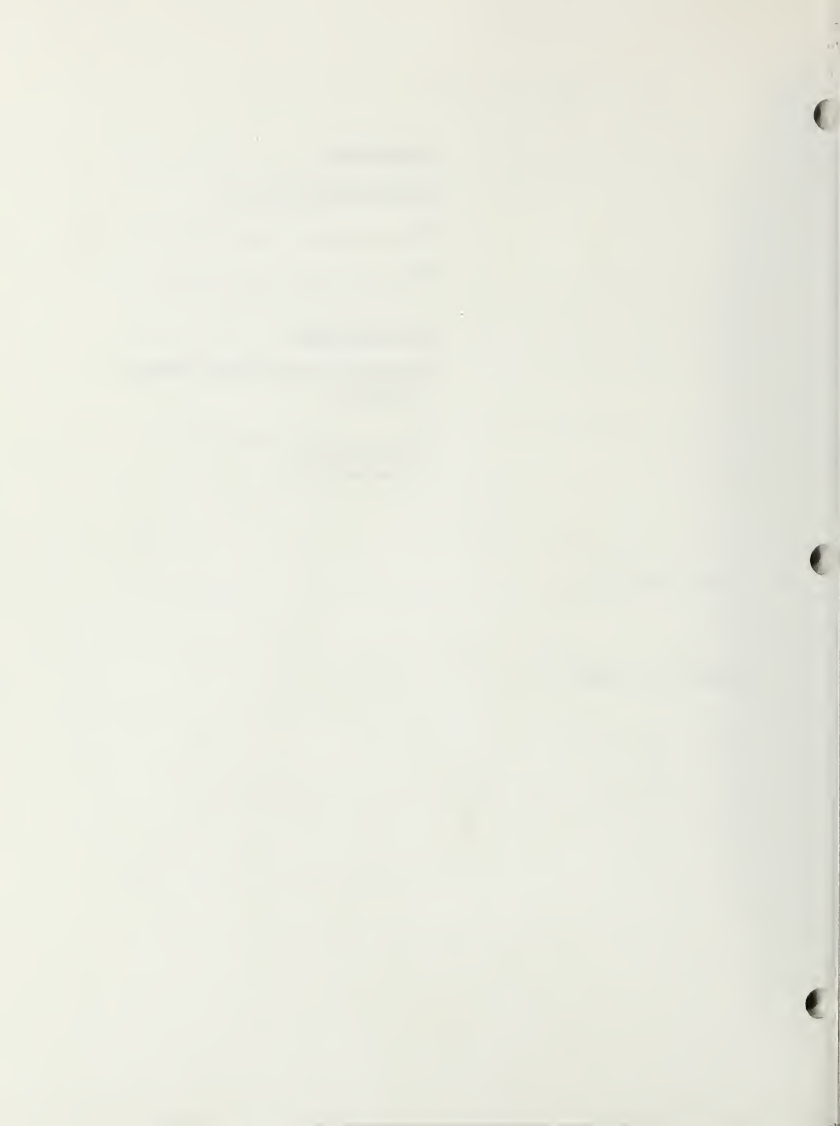
By: _____

Annemarie Conroy

Its: Executive Director

Approved as to Form:

Deputy City Attorney



21

AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Presentation by Treasure Island Enterprises
of its Development Concept for the Marina
at Treasure Island

Agenda Item No. 12
Meeting of September 8, 1999

Contact/Phone: Annemarie Conroy, Executive Director
Stephen Proud, Director of Development
274-0660

SUMMARY OF PROPOSED ACTION:

Treasure Island Enterprises is presenting their long-term development concept for the Marina. This presentation is for information and discussion purposes only; staff is requesting no formal action. However unless directed otherwise, staff intends to structure the term sheet negotiations based on the concept.

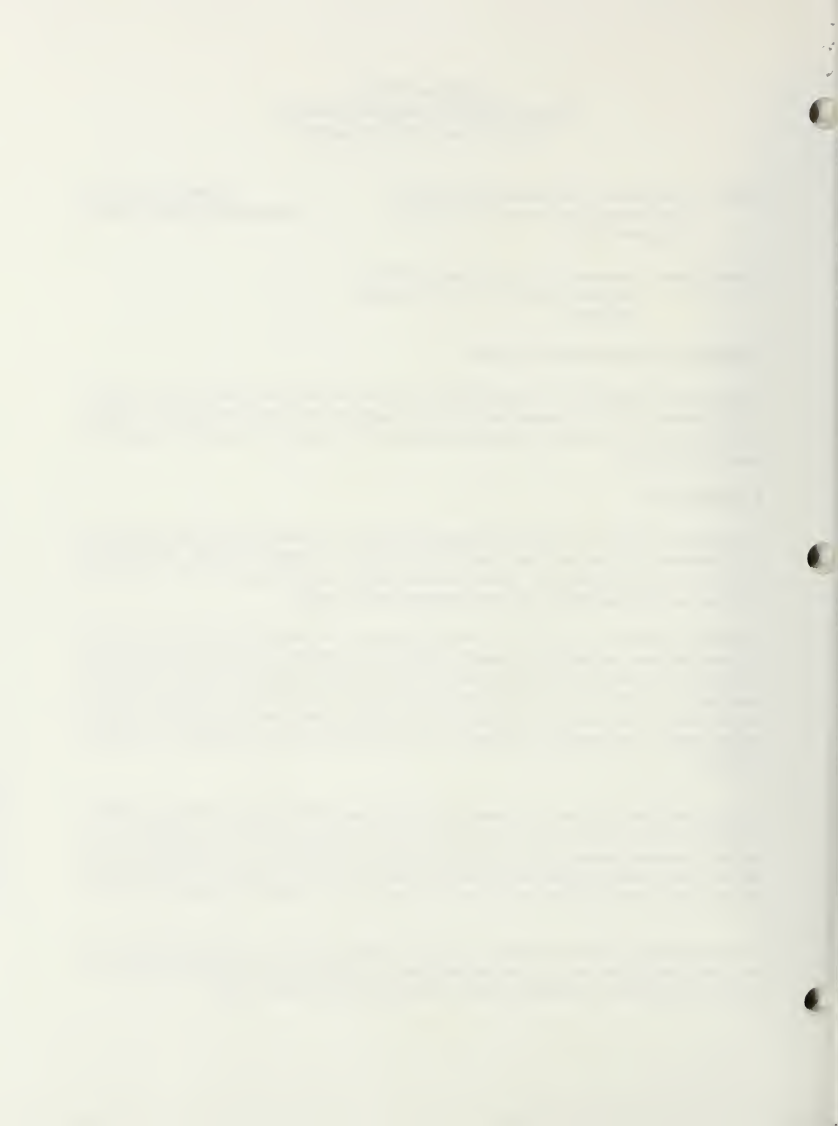
BACKGROUND

On February 19, 1999, the Authority confirmed the selection of Treasure Island Enterprises (TIE) as the prospective developer of the Treasure Island Marina. On March 10, 1999, the Authority approved a series of milestones related to the Authority's negotiations with TIE. One such milestone was a presentation by TIE of the proposed project design.

Staff has worked closely with TIE to create a long-term development concept that will serve as the basis for future negotiations, ultimately leading to the creation of a term sheet that will be presented to the Authority for endorsement. The proposed development concept considers the parameters set forth in the RFP, and includes a series of uses that are consistent with and complimentary to the operation of a marina. These include a harbormaster office space, marina-related retail, a restaurant/deli, meeting rooms, and public showers, restrooms, and laundry facilities.

TIE and Staff have also meet with members of the Economic Development Conveyance (EDC) consultant team to discuss how the proposed marina development would be integrated into a larger development scenario being prepared for the EDC application. The group consensus was that the concept would compliment the proposed land uses in the development scenario, and that the design allows for flexibility in the future development of the remaining portions of the Island.

The presentation by TIE is intended to provide the Authority with an update on the progress of the marina negotiations and to allow the Authority to comment on the proposed design so that staff can consider those comments in further refining the development concept.





The Treasure Island Project

Treasure Island Development Authority | Citizen Advisory Board | Public Information
History | Frequently Asked Question | Special Events | Contact | Filming Opportunities
Treasure Island Development Authority

DOCUMENTS DEPT.

**MINUTES FOR REGULAR MEETING
SEPTEMBER 8, 1999**

SEP 27 2001

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1. Call to Order: 1:10 p.m. in Room 400, City Hall

2. Roll Call: Present: William Fazande Gerald Green Doug Wong (1:20) Anne Halsted
Susan Po-Rufino

Excused John Elberling, Vice Chair James Morales

Ms. Halsted motioned that since Mr. Elberling could not attend that Mr. Green act as chair for the meeting. Mr. Fazande seconded the motion which passed 4-0.

Mr. Green indicated that he understood that item 12, a presentation by Treasure Island Enterprises on the development plan for the marina, was to be continued. The Authority voted 4-0 to continue the item until the next meeting.

3. Approval of Minutes: The Commission Secretary stated that the minutes of August 18, 1999 have not yet been transcribed due to vacation.

4. Communications - The Commission Secretary reported there were none.

5. Executive Director's Report Mr. Fazande asked about the status of ambulance service to Treasure Island. Mr. Bob Mahoney, Deputy Executive Director, responded that Treasure Island had not yet established its own ambulance service since funds have not been forthcoming to staff an ambulance. Existing paramedic service must travel from the City. Mr. Green requested that the Executive Director report on the item at the next Authority meeting.

In lieu of Ms. Conroy who was ill, Mr. Robert Mahoney gave the following report.

- Report on access to Treasure Island including public use last month- Mr. Mahoney report on various events including weddings and photo shoots and indicated that 120 rental housing units were occupied as of September 1, 1999.
- Status of environmental clean up- Martha Walters will make a report next month
- Report on short-term leases- There were none
- Report on San Francisco-Oakland Bay Bridge/Caltrans issues-Ms. Conroy will report next month
- Report on TIHDI- Mr. Mahoney reported that the Project Office is continuing to



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County of [illegible] the sum of [illegible]
for [illegible]

the sum of [illegible]
for [illegible]

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work with TIHDI on various issues including the 86 housing units which are to be rehabilitated.

- Report on the Planning Commission's adoption of the proposed redevelopment plan for Treasure Island- Stephen Proud indicated that the preliminary redevelopment plan for Treasure Island which was approved by the Authority on July 14, 1999 was adopted by the Planning Commission on August 19, 1999. The Commission approved the plan on a 5-0 vote.

6. Public Comment DThere was none

7. Resolution approving Sublease with North American Family Institute (NAFI) or Delancey Street's Life Learning Academy (12 units) (Action item)

Mr. Proud stated that at the Authority's last meeting a lease between the Authority and the Navy had been approved and that this sublease is for two years with NAFI being responsible for paying rent, utilities, CAM charges and necessary improvements to bring the structures up to required codes. Kim Burton, Executive Director of the Mayor's Office of Criminal Justice, testified for the need for the project.

Gene Moore, NAFI, described his organization's qualifications and indicated that 30 girls from the San Francisco area would be residing there. Mr. Green asked if recreational opportunities and adequate staff will be provided and Mr. Moore replied affirmatively. Carol Kizziah, Dean of Delancey Street's Life learning Academy, described her program and the need for the housing. She introduced one student, Kelly Buckle.

Ms. Halsted moved approval, Ms. Po-Rufino seconded and motion carried, 5-0.

8. Resolution approving an amendment to the Special Events Master Lease with the Navy, adding the Nimitz Mansion (Action item)

Mr. Proud explained that approval would simply include the Nimitz House into the Authority's existing lease with the Navy for various venues for special events and would be easier to accomplish than developing a whole new lease with the Navy for one property. Mr. Mahoney indicated that lead abatement had been completed and that special events were being held at the mansion.

Public Comment: Michael Stecz, a past docent of the Treasure Island Museum, asked when the museum would be reopened to the public. Mr. Green and Ms. Halsted indicated that while the museum was not the subject of the agenda item, a report on the status of the museum be made as part of the Executive Director's report at the next meeting.

Ms. Po-Rufino moved approval and Ms. Halsted seconded. Approved. 5-0.

9. Resolution in support of Bay Area High-Speed Water Transit Initiative and Senate Bill 428 (Action Item)

Ms. Rummelsburg explained that SB 428 establishes a Bay Area Water Transit Authority which would formulate a plan and operate a water transit system throughout the Bay Area. The legislation was inspired by the Bay Area Water Transit Initiative which developed a plan that includes Treasure Island in the first phase of implementation as a stop between the East Bay and San Francisco. Approval of the item puts the Authority on record in support of the bill and the Initiative. Mr. Green

and Ms. Po-Rufino noted that Hong Kong and Vancouver have effective ferry systems.

Mr. Green and Ms. Halsted emphasized the importance of ferry service for Treasure Island and asked to be informed of the bill's progress.

Public Comment: Ruth Gravanis stated that environmentalists have concerns with SB 428 but noted the importance of public transit for Treasure Island.

Mr. Wong indicated that the Port is supportive of the legislation. Ms. Po-Rufino moved approval and Ms. Halsted seconded. Approved, 5-0.

10. Resolution authorizing the Executive Director to continue two month-to-month leases with ESPN related to the production of the X-Games for more than six months (Action item)

Mr. Proud reported that one person remains in the 240 housing series on Yerba Buena Island and that approval of the resolution would extend authorization of the month-to-month lease until November 1, 1999. Mr. Green indicated that such arrangements past the 11/1/99 date prevents conversion of the unit, in conformance with the Authority's long-term goals. Deputy City Attorney Cohen indicated that resolution could be amended to reflect that such lease would be terminated on 11/1/99.

Ms. Po-Rufino moved approval of the resolution with addition of Mr. Cohen's proposed amendment and Ms. Halsted seconded the motion. Approved, 5-0.

11. Presentation by Treasure Island Enterprises (TIE) of its development concept for Treasure Island The item was continued until the next meeting.

12. **Adjourned-** The meeting adjourned at 1:58 p.m.

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TREASURE ISLAND DEVELOPMENT AUTHORITY
AGENDA FOR REGULAR MEETING
WEDNESDAY, OCTOBER 20, 1999 - 1 P.M.

Room 416, City Hall
1 Dr. Carlton Goodlett Place

Willie L. Brown, Jr., Mayor

DIRECTORS

John Elberling, Vice-Chairman
William Fazande
Susan Po-Rufino
Doug Wong

Gerald Green
Anne Halsted
James Morales

Annemarie Conroy
Executive Director
Treasure Island Development Authority

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. Approval of Minutes
3. Communications
4. Ongoing Business by Directors
5. Introduction of New Business by members
6. Report of the Treasure Island Project Director Annemarie Conroy
 - Report on access to Treasure Island including public use last month
 - Status of environmental clean up
 - Report on status of obtaining ambulance service for TI
 - Report on no-cost EDC legislation
 - Report on status of reopening TI museum
 - Report on short-term leases
 - Report on San Francisco-Oakland Bay Bridge/Caltrans issues
 - Report on TIHDI
 - Legislation/hearings affecting Treasure Island
7. Public Comment
8. Presentation by John Stewart Company on status of housing units on Treasure Island

9. Presentation by Treasure Island Enterprises (TIE) of its development concept for Treasure Island marina
10. Resolution authorizing sole source negotiations with Little League Incorporated for use of Little League field on Treasure Island (*Action item*)
11. Resolution approving Cooperative Agreement with Navy (*Action item*)
12. Resolution accepting marine-related personal property from U.S. Navy (*Action item*)
13. Resolution transferring nine former US Navy sailing vessels to Delancey Street Foundation for use with Life Learning Academy (*Action item*)
14. POSSIBLE CLOSED SESSION
 - Public Comment on all items relating to closed session
 - Vote on whether to hold closed session to confer with legal counsel. (San Francisco Administrative Section 67.11(b)).
15. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: Treasure Island Naval Base

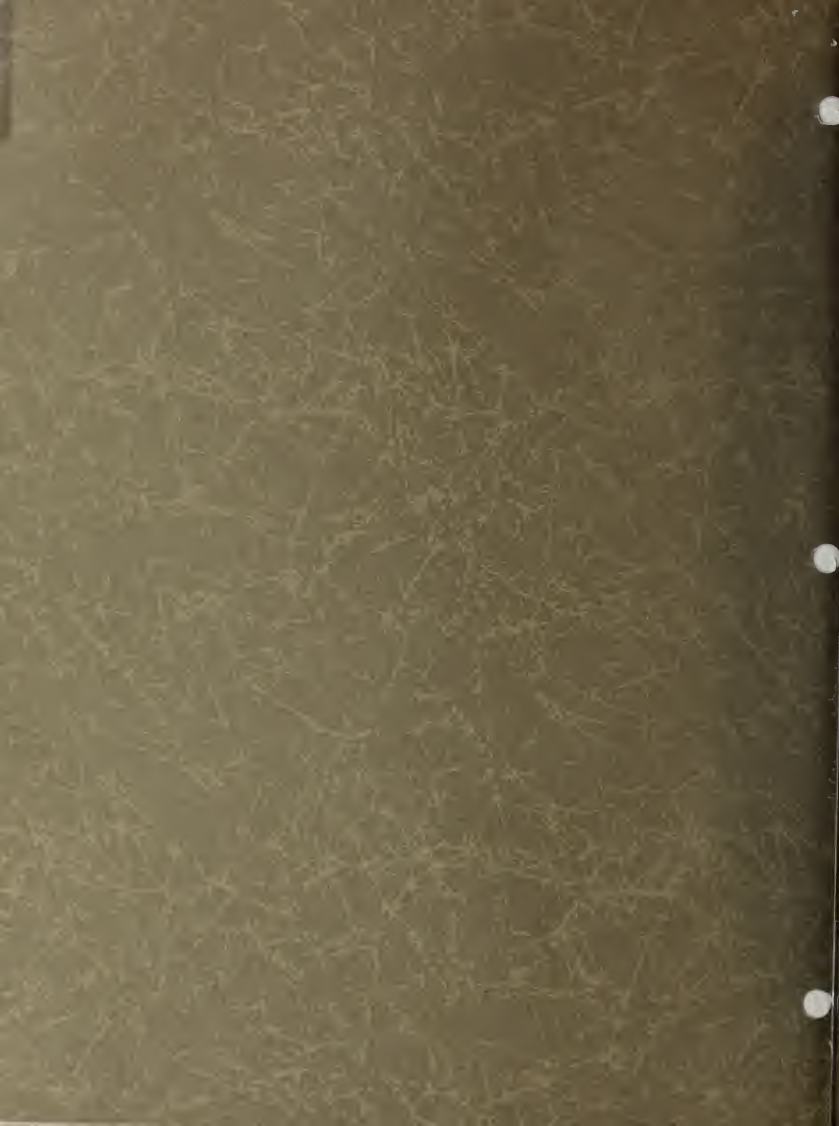
Persons negotiating: Annemarie Conroy, Michael Cohen, Stephen Proud

Under negotiation:

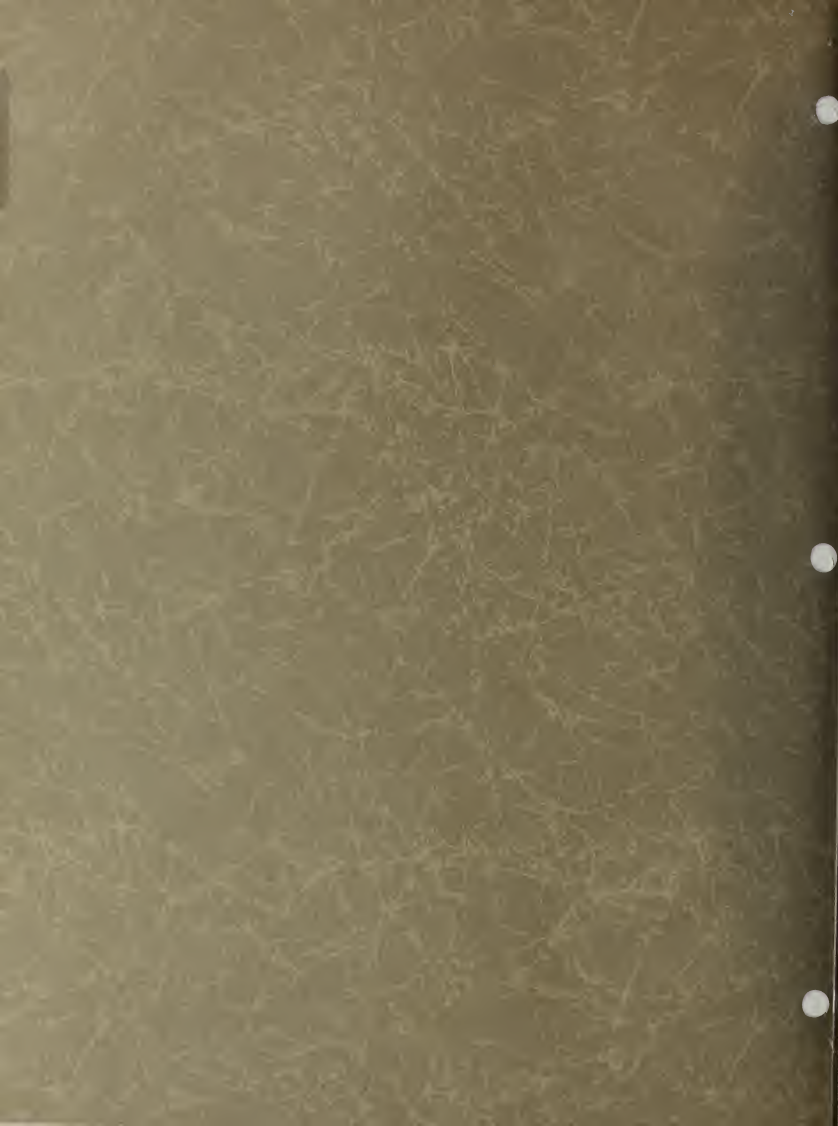
Price Terms of payment Both x

16. Reconvene in open session:
 - Possible report on action taken in closed session. (Government Code section 54957.1 (a) (2) and San Francisco Administrative Code section 67.14 (b) (2).)
 - Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code section 67.14(a).)
17. Adjourn

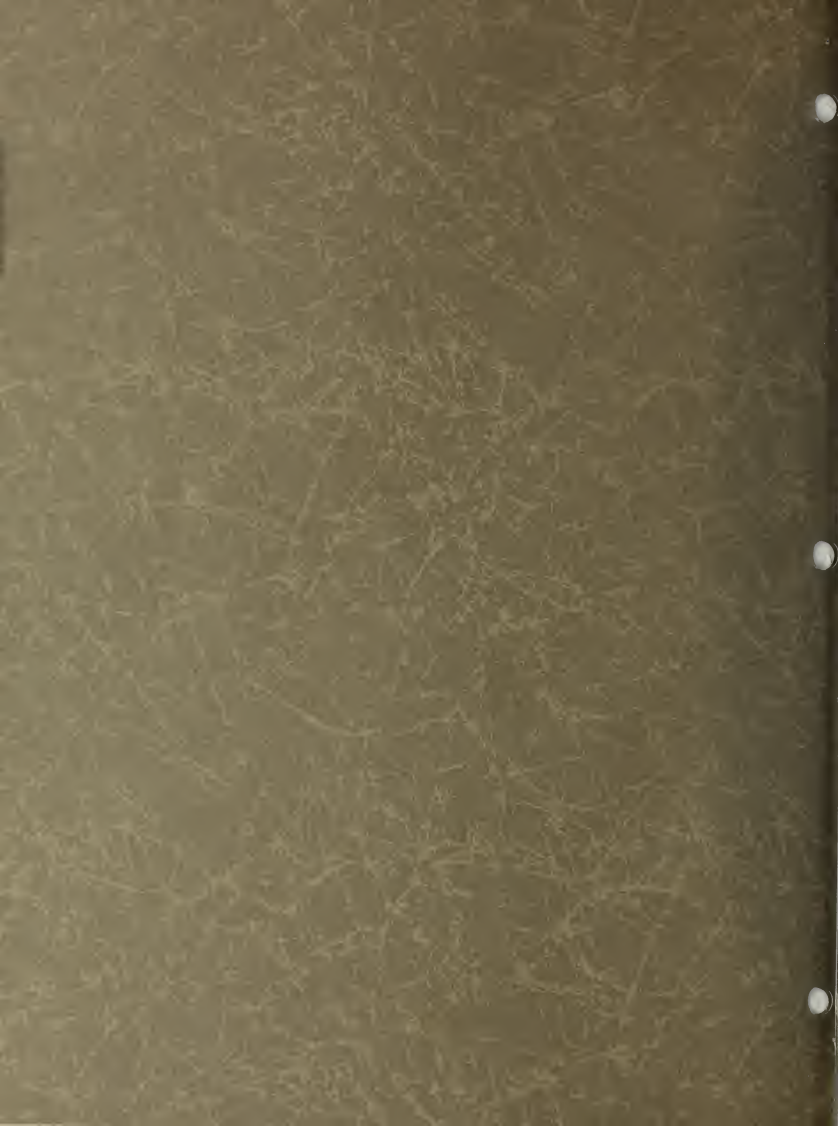












**Treasure Island Development Authority
Minutes of August 18, 1999 Special Meeting**

DRAFT

1. Call to Order: 9:40 a.m. in the Meeting Room,
Room 400, City Hall
2. Roll Call: Present: John Elberling, Vice Chair
Anne Halsted
Gerald Green
Susan Po-Rufino
Excused: James Morales
Doug Wong

3. Approval of Minutes:

The minutes of July 14, 1999 were unanimously approved.

4. Communications

The Commission Secretary stated that no correspondence had been received.

6. Executive Director's Report

Ms. Conroy welcomed Ms. Susan Po-Rufino as a new Authority member.

Mr. Proud stated that the preliminary redevelopment plan will be considered by the Planning Commission on 8/19. Mr. Proud stated that he had attended the annual meeting of NAID (National Association of Installation Developers) at which no-cost EDC's had been discussed. The legislative proposal has support in Congress and is expected to reach the President's desk this year. In order to be eligible, the Reuse Authority must prove it has a feasible business and employment plan. Ms. Conroy thanked the Mayor's legislative staff and Mr. Proud for helping to persuade an influential Congressman from exempting Treasure Island from the legislation.

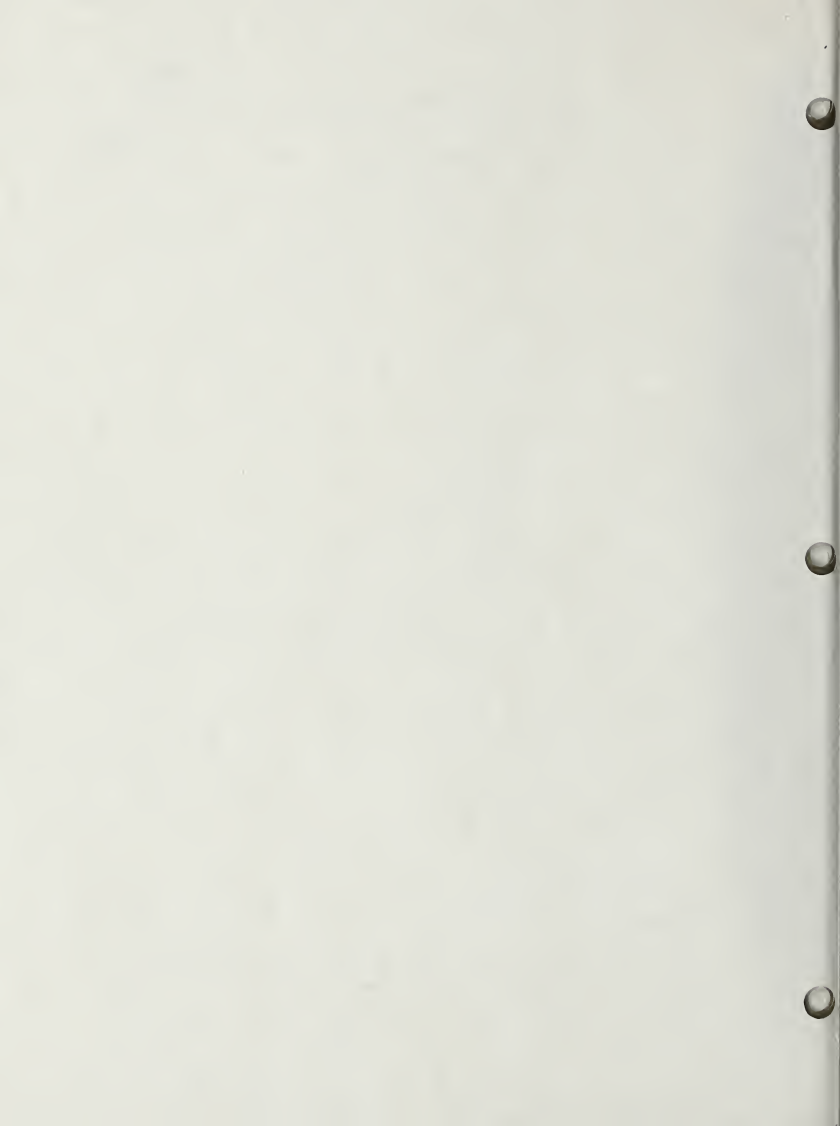
Report on access: Ms. Conroy reported that among other events, staff conducted a tour for veterans from the Palo Alto Veterans Hospital. So far this year 45 weddings have been held with another 80 scheduled.

Status of environmental clean-up- Martha Walters reported that the City is monitoring the Navy's clean-up.

Report on Short-term leases- There are no new short-term leases

Report on Bay Bridge/Caltrans issues- Ms. Conroy reported that Governor Davis had sent a letter to the Navy asking that Caltrans be permitted to perform geotechnical testing on YBI and that the Navy is drafting an extensive response. The Navy is seeking a com-prehensive approach to the alignment issue.

Report on TIHDI- TIHDI is on schedule to start construction next month on rehabilitation of its 86 units. They are planning an island-wide housewarming in October.



Budget update: The Finance Director could not attend due to illness. Ms. Conroy reported, however, that she had had a meeting with Fire Chief Demmons to discuss the Fire Department's furnishing additional paramedic service.

Report on status of personal property- Mr. Mahoney stated that the Project Office is working with the Navy on such an inventory and that progress has been affected by a reduction in Navy personnel.

Report on formation of CAC- Ms. Conroy reported that the Mayor's Office is close to finalizing a list to submit to the Mayor and that the Board of Supervisors will make their selection soon after.

Legislation/hearings affecting Treasure Island: Ms. Conroy reported that Ms. Rufino's appointment had been ratified by the whole Board of Supervisors on August 16, 1999. Ms. Conroy reported that AB 102 is a funding bill for Bay Area ferry service that is moving through the legislature.

Ms. Conroy also noted that the Navy's EFA West is downsizing and that key staff members will be lost which may adversely affect the progress the City is making in conveyance issues with the Navy.

Mr. Elberling asked about a fire reported in the media and Ms. Conroy reported that two DPW workers had been hurt. Mr. Fazande stated that he hoped that the incident would help us get additional paramedic service.

7. Public Comment- There was none.

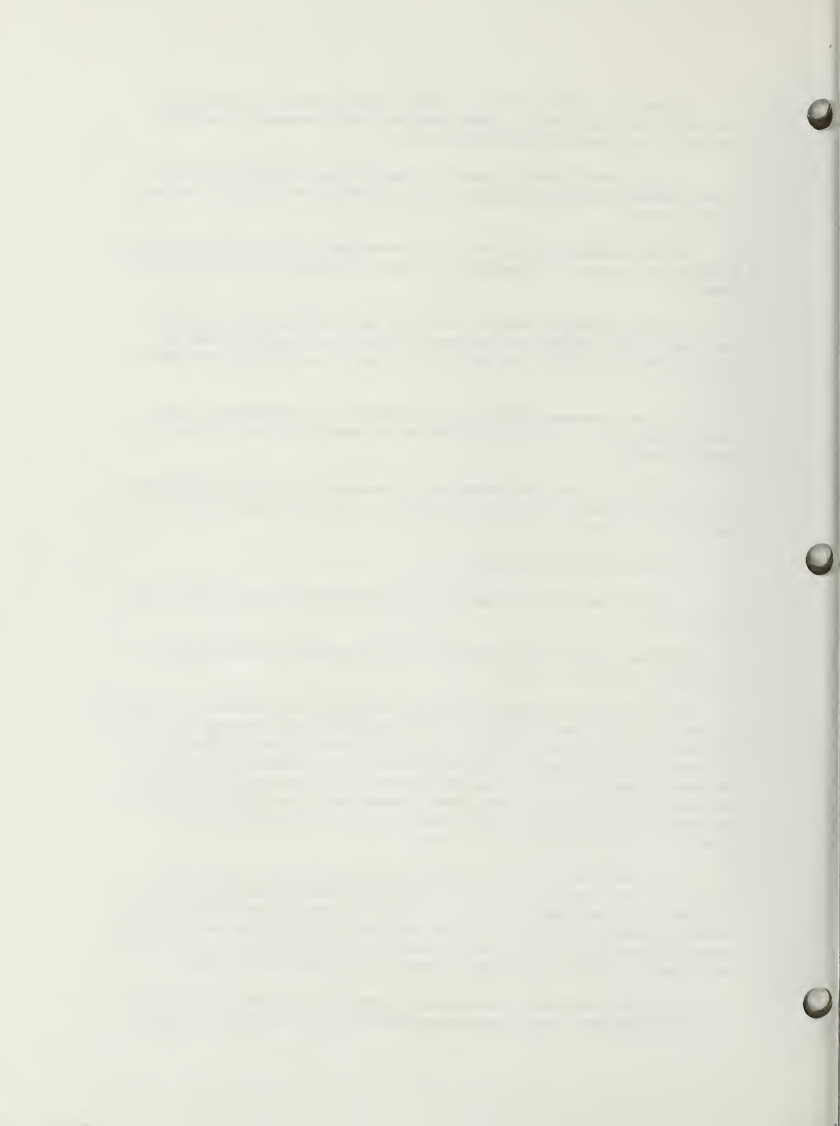
8. Resolution approving interim sub-lease with Treasure Island Enterprises for TI Marina
(Action item)

Stephen Proud summarized the proposed operating agreement with Treasure Island Enterprises by stating the following:

The premises encompassed by the agreement include the existing marina and the adjacent parking lot as well as an area south of Pier 1 for dry boat storage. Mr. Proud stated that a solution is needed for dry boat storage and that the parties were discussing the issue with the Sailing Center for use of their parking area adjacent to Building 3. The term of the lease is two years maximum (the term of the exclusive negotiating agreement) or the execution of the transaction documents related to the long-term development of the marina, whichever comes first. TIE will be charged a "base rent" that is the greater of \$90,000 annually or 10% of the total gross revenues. In addition, TIE will pay CAM charges.

The Authority is granting TIE an improvement allowance which is not to exceed \$190,000. TIE developed a plan to resolve the marina's maintenance issues which includes a \$190,000 cap on its work program. The amount can be amortized over two years and is a credit against rent payable to the Authority. TIE gets exclusive use of the water area and has agreed that use of the parking lot is shared. Authorization from the Executive Director is required before special events can be held in the parking lot. TIE will put up \$25,000 security deposit.

Mr. Elberling asked how much TIE plans to spend on its work program and Mr. Proud indicated that TIE plans to spend the maximum, \$190,000. Darius Anderson, TIE, stated that



\$230,000 is the current estimate to complete repairs but that TIE desired to reduce the amount for budgetary reasons.

Sherry Williams, TIHDI, stated that she had met with TIE regarding a workforce plan and was satisfied with TIE's commitment that was distributed to the public and Authority members.

Ms. Halsted moved approval and Mr. Fazande seconded, Approved 5-0.

9. Resolution authorizing the Executive Director to continue month to month lease with San Francisco Sailing Center Foundation (*Action item*)

Mr. Proud indicated that last March the Authority issued a use permit for six months with the Sailing Center to hold Olympic sailing trials in April and June 1999 and to provide boat maintenance and sailing lessons for Delancey Street's Life Learning Academy students. A three month extension is requested in order to provide the Sailing Center and an opportunity to reach agreement on the shared use of the Sailing Center facility, and to provide staff with the time required to execute a longer term lease with the Sailing Center. Mr. Proud listed the improvements the Sailing Center had made to its leased premises.

Carol Kizziah, Dean of Delancey Street's Life Learning Academy, praised the sailing lessons that her students had received and introduced two students who praised the program.

Mr. Fazande moved approval and Mr. Green seconded the motion. Approved, 5-0.

10. Resolution authorizing the Executive Director to enter into lease with Navy for Delancey Street housing units (*Action Item*)

Mr. Proud indicated that this lease addressed the remaining twelve housing units on Treasure Island that had not been included in either the TIHDI lease agreements or the John Stewart Housing agreement. Mr. Proud stated that the girls attending Delancey Street's Life Learning Academy will occupy the 12 housing units. The term of the lease will be changed from 15 years to five years and the lease will not be executed until a sublease is executed with the operator, North American Family Institute.

Kim Burton, Executive Director of the Mayor's Office of Criminal Justice, testified in favor of the lease and praised the program

Mr. Elberling inquired about the average length of stay for the girls and was Ms. Burton responded that nine months to one year is the average.

Ms. Halsted moved approval and Mr. Green seconded. Approved 5-0.

11. Resolution authorizing the Executive Director to enter into lease with the Navy for cell site locations (*Action item*)

Mr. Proud explained that approval of the resolution would allow the Executive Director to enter into a lease with the Navy for existing cell site locations on Naval Station Treasure Island. Currently, four cell site providers lease from the Navy four sites on YBI and pay a monthly rent of \$1500.00. By leasing the sites to the Authority, the Navy's leases with the four providers would terminate enabling the

1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is divided into two main sections: the first section deals with the general situation of the country and the progress of the work during the year, and the second section deals with the specific results of the work.

2. The second part of the report deals with the specific results of the work. It is divided into three main sections: the first section deals with the results of the work in the field of agriculture, the second section deals with the results of the work in the field of industry, and the third section deals with the results of the work in the field of commerce.

3. The third part of the report deals with the conclusions and recommendations. It is divided into two main sections: the first section deals with the conclusions and the second section deals with the recommendations.

4. The fourth part of the report deals with the appendix. It contains the following information:

- a. A list of the names of the persons who have taken part in the work.
- b. A list of the names of the persons who have assisted in the work.
- c. A list of the names of the persons who have been consulted.
- d. A list of the names of the persons who have been interviewed.
- e. A list of the names of the persons who have been examined.
- f. A list of the names of the persons who have been observed.
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- y. A list of the names of the persons who have been interviewed.
- z. A list of the names of the persons who have been examined.

Authority to negotiate new license agreements, with the likelihood of new terms and increased rate structure. Subsequently, the Project Office intends to undertake a comprehensive review of cell site potential on the two islands and to issue an RFP to solicit interest in existing and prospective new sites.

Mr. Green stated that the Planning Department developed site guidelines for providers' structures and requested that they be adapted to Treasure Island.

Mr. Elberling asked which cell providers are current licensees and Daniel Hwang responded that Pac Bell, Cellular 1, GTE and Nextel are providers.

Mr. Fazande motioned approval and Mr. Green seconded. Approved, 5-0.

12. Resolution approving award of contract to Golden Gate Disposal for collection of refuse on Treasure Island (*Action item*)

William Chan, Deputy City Attorney, stated that approval of the recommendation entails awarding the bid for refuse collection service at Treasure Island to Golden Gate Disposal because it is the lowest, responsible and responsive bid. The resolution also authorizes the Executive Director to execute a contract with Golden Gate Disposal to start on September 1, 1999. Mr. Chan noted that pursuant to the Authority's May 12, 1999 approval of the issuance of an Invitation for Bid (IFB), soliciting bids from interested parties for refuse service on TI, two companies, Bay Cities and Golden Gate responded.

Golden Gate bid \$3.51 per cubic yard and Bay Cities bid \$30.00 per cubic yard. Bay Cities submitted a protest against Golden Gate's bid because Golden Gate failed to submit its financial statements with its bid. Golden Gate subsequently submitted its financial statements and a response to Bay Cities' protest. Mr. Chan noted that the City Attorney evaluated the protest and determined that the protest lacks merit because the timeliness of Golden Gate's submission of its financial statement did not materially affect its bid price or give it a competitive advantage not enjoyed by other bidders.

Ms. Po-Rufino asked why the large discrepancy between the two bids and Mr. Chan responded that he did not know how each of the bidders arrived at their bid prices. Mr. Cohen stated that the required services were detailed in the bid package. Mr. Elberling inquired regarding existing refuse pick up and Mr. Chan responded that currently pick-up is by temporary permit issued that expires September 1, 1999 with the cost paid by each Treasure Island tenant. Treasure Island pays now for dumpster pick-up only. The term of the proposed contract is one year with an option for two additional years, one at a time.

Mr. Elberling asked if Bay Cities would like to respond and no one came forward.

Sherry Williams, TIHDI, thanked Golden Gate for including TIHDI in its hiring plan and submitted letter from TIHDI in support of Golden Gate's hiring proposal.

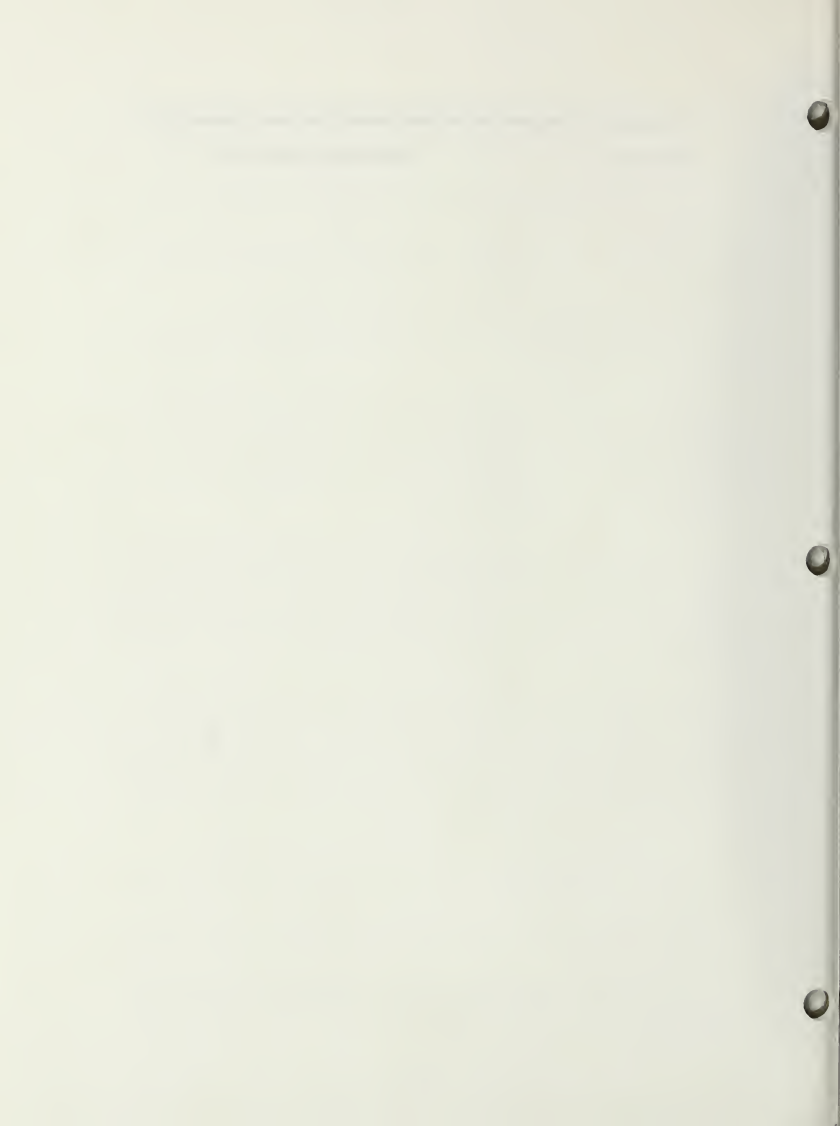
Bob McCarthy, representing Golden Gate, stated that Golden Gate was anxious to start providing service.

Mr. Green asked why there were just two bidders and if there was source separation. Mr. Chan explained the noticing procedures for the IFB and explained Golden Gate's recycling proposal.

Mr. Fazande moved approval and Ms. Halsted seconded the motion. Approved, 5-0.

Adjournment.

The meeting adjourned at 11:02.



**Treasure Island Development Authority
Minutes of September 8, 1999 Regular Meeting**

DRAFT

1. Call to Order: 1:10 p.m. in Room 400,
City Hall
2. Roll Call: Present: William Fazande
Gerald Green
Doug Wong (1:20)
Anne Halsted
Susan Po-Rufino

Excused John Elberling, Vice Chair
James Morales

Ms. Halsted motioned that since Mr. Elberling could not attend that Mr. Green act as chair for the meeting. Mr. Fazande seconded the motion which passed 4-0.

Mr. Green indicated that he understood that item 12, a presentation by Treasure Island Enterprises on the development plan for the marina, was to be continued. The Authority voted 4-0 to continue the item until the next meeting.

3. Approval of Minutes:

The Commission Secretary stated that the minutes of August 18, 1999 have not yet been transcribed due to vacation.

4. Communications

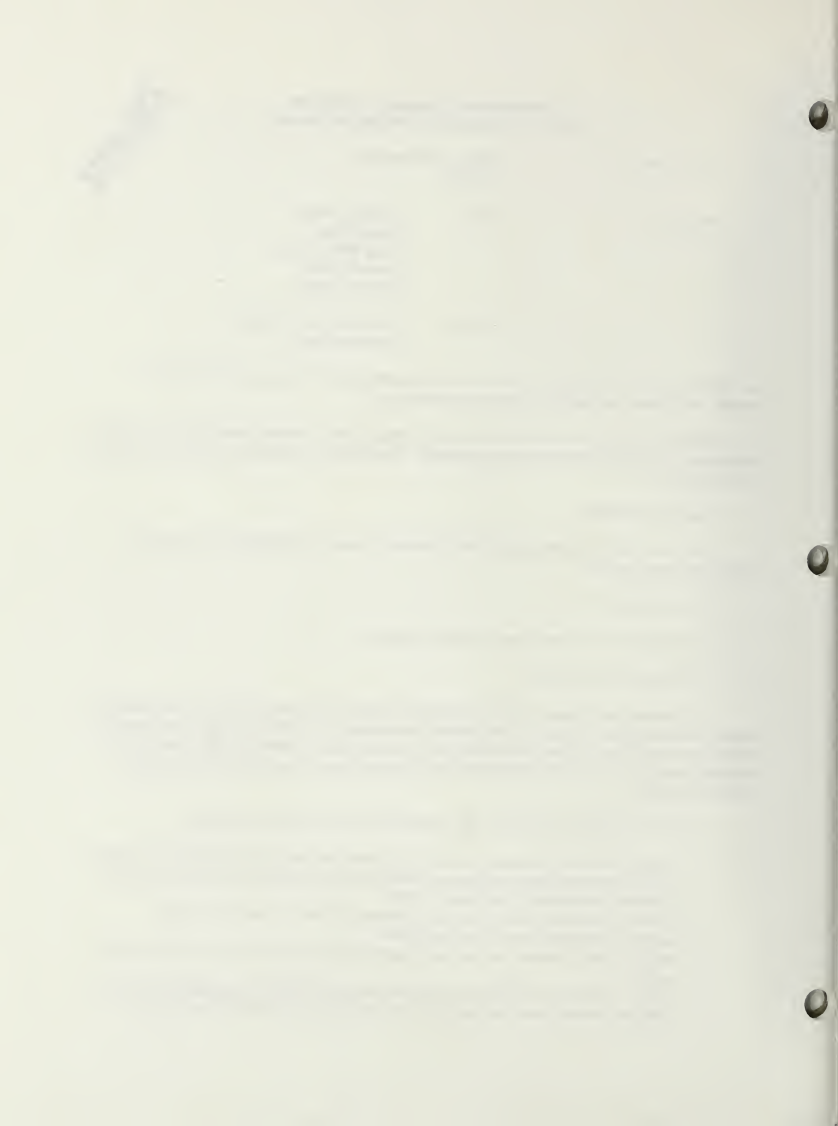
The Commission Secretary reported there were none.

6. Executive Director's Report

Mr. Fazande asked about the status of ambulance service to Treasure Island. Mr. Bob Mahoney, Deputy Executive Director, responded that Treasure Island had not yet established its own ambulance service since funds have not been forthcoming to staff an ambulance. Existing paramedic service must travel from the City. Mr. Green requested that the Executive Director report on the item at the next Authority meeting.

In lieu of Ms. Conroy who was ill, Mr. Robert Mahoney gave the following report.

- Report on access to Treasure Island including public use last month- Mr. Mahoney report on various events including weddings and photo shoots and indicated that 120 rental housing units were occupied as of September 1, 1999.
- Status of environmental clean up- Martha Walters will make a report next month
- Report on short-term leases- There were none
- Report on San Francisco-Oakland Bay Bridge/Caltrans issues- Ms. Conroy will report next month
- Report on TIHDI- Mr. Mahoney reported that the Project Office is continuing to work with TIHDI on various issues including the 86 housing units which are to be rehabilitated.



- Report on the Planning Commission's adoption of the proposed redevelopment plan for Treasure Island- Stephen Proud indicated that the preliminary redevelopment plan for Treasure Island which was approved by the Authority on July 14, 1999 was adopted by the Planning Commission on August 19, 1999. The Commission approved the plan on a 5-0 vote.

7. Public Comment –There was none

8. Resolution approving Sublease with North American Family Institute (NAFI) or Delancey Street's Life Learning Academy (12 units) (*Action item*)

Mr. Proud stated that at the Authority's last meeting a lease between the Authority and the Navy had been approved and that this sublease is for two years with NAFI being responsible for paying rent, utilities, CAM charges and necessary improvements to bring the structures up to required codes. Kim Burton, Executive Director of the Mayor's Office of Criminal Justice, testified for the need for the project.

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Mr. Green and Ms. Halsted emphasized the importance of ferry service for Treasure Island and asked to be informed of the bill's progress.

Public Comment: Ruth Gravanis stated that environmentalists have concerns with SB 428 but noted the importance of public transit for Treasure Island.

Mr. Wong indicated that the Port is supportive of the legislation.

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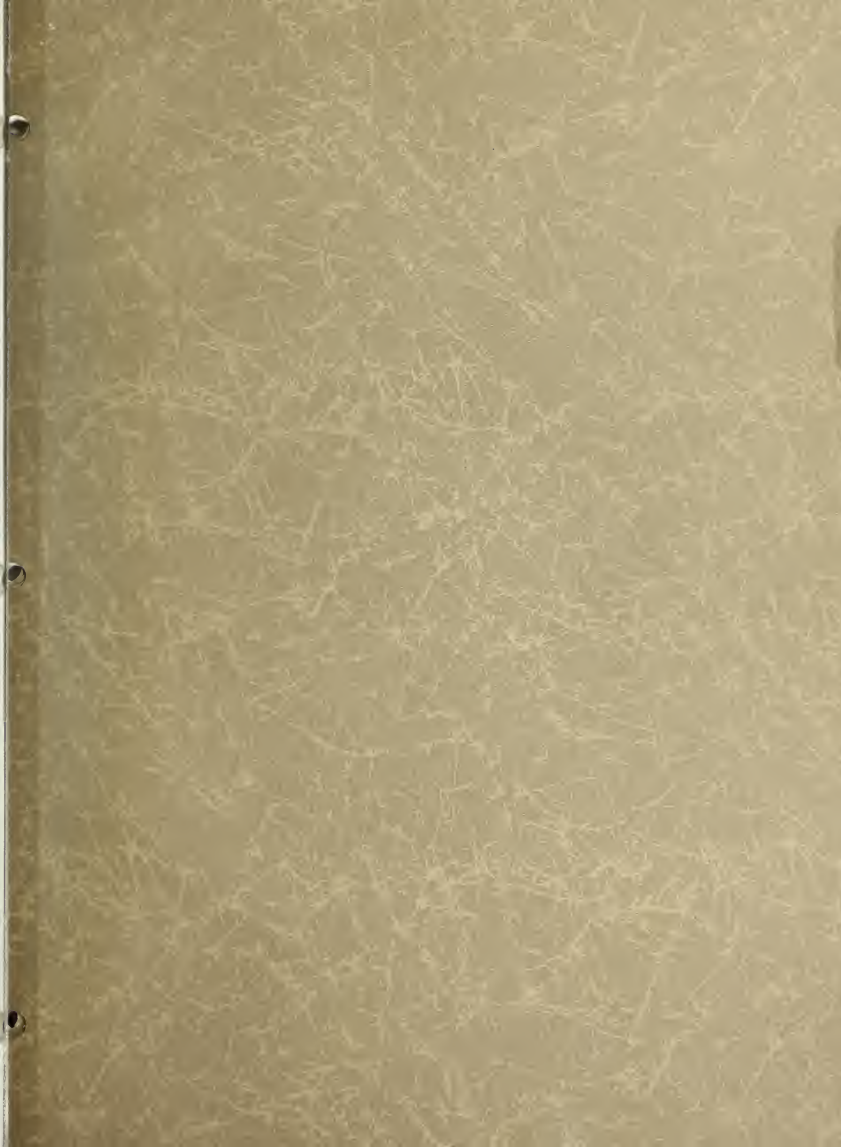
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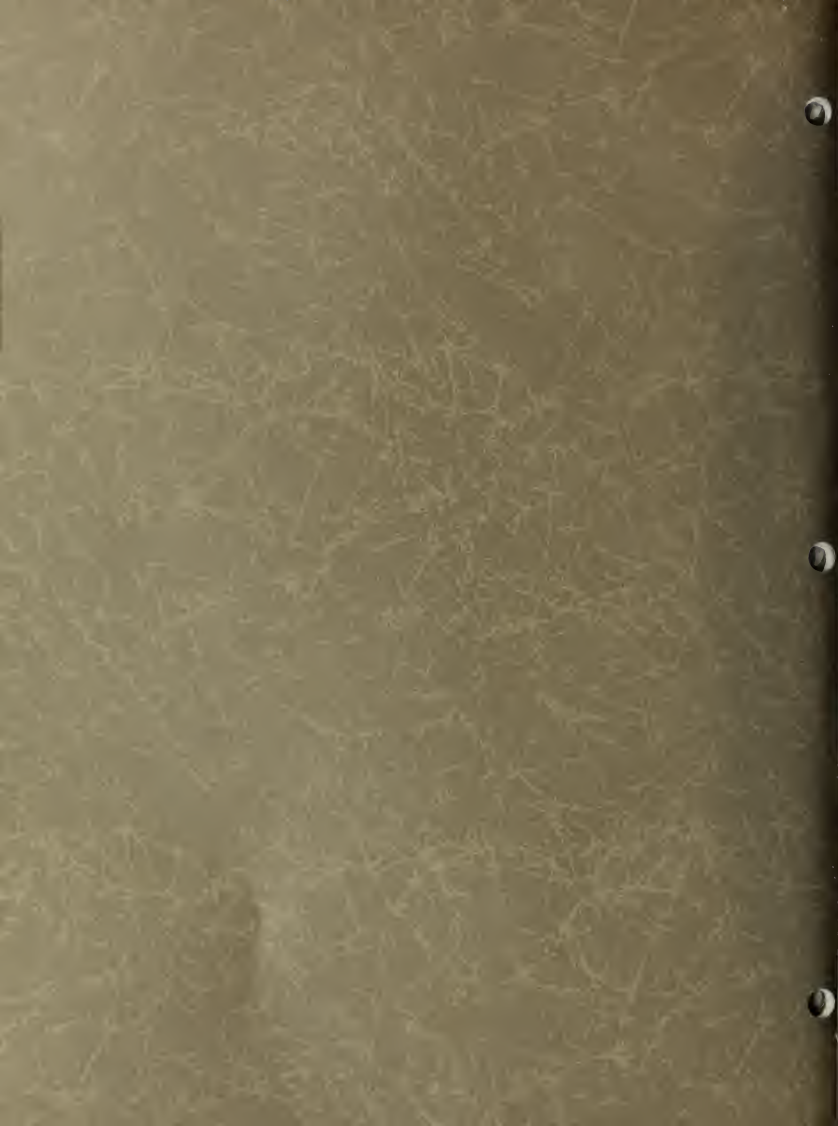
Ms. Po-Rufino moved approval of the resolution with addition of Mr. Cohen's proposed amendment and Ms. Halsted seconded the motion. Approved, 5-0.

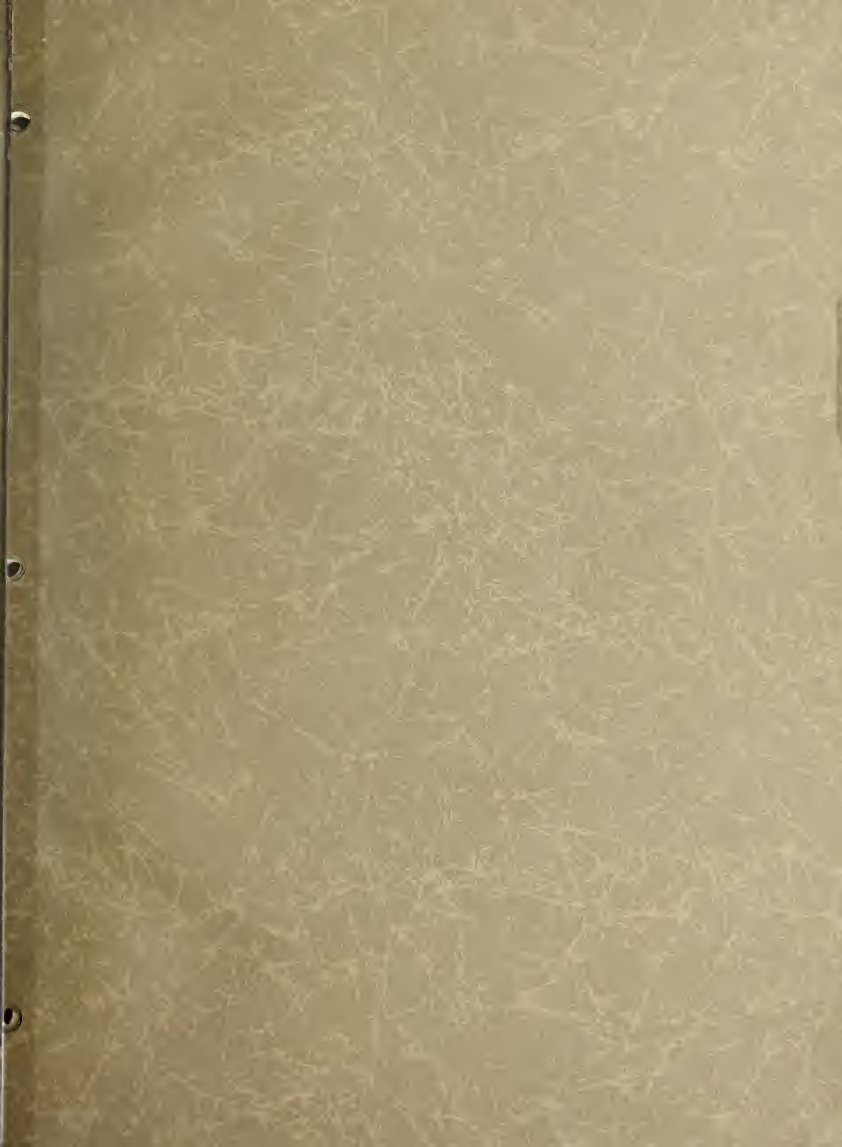
12. Presentation by Treasure Island Enterprises (TIE) of its development concept for Treasure Island

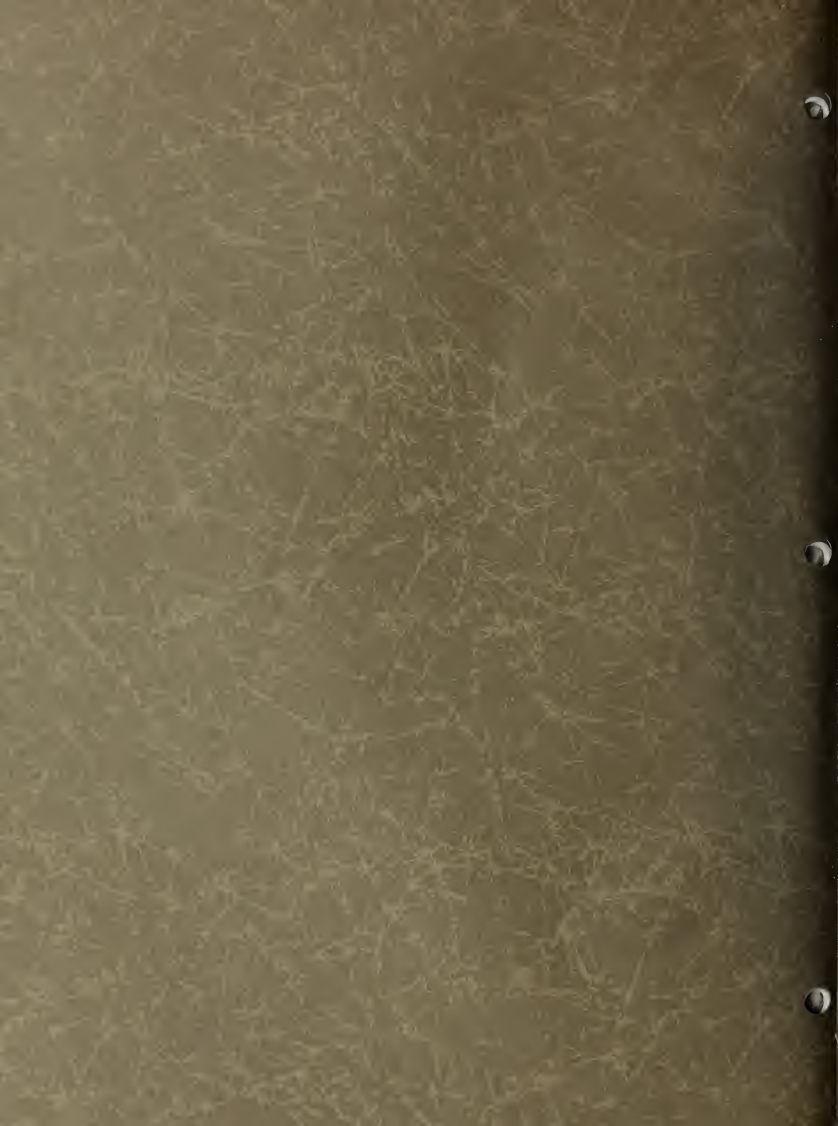
The item was continued until the next meeting.

13. Adjourn – The meeting adjourned at 1:58 p.m.

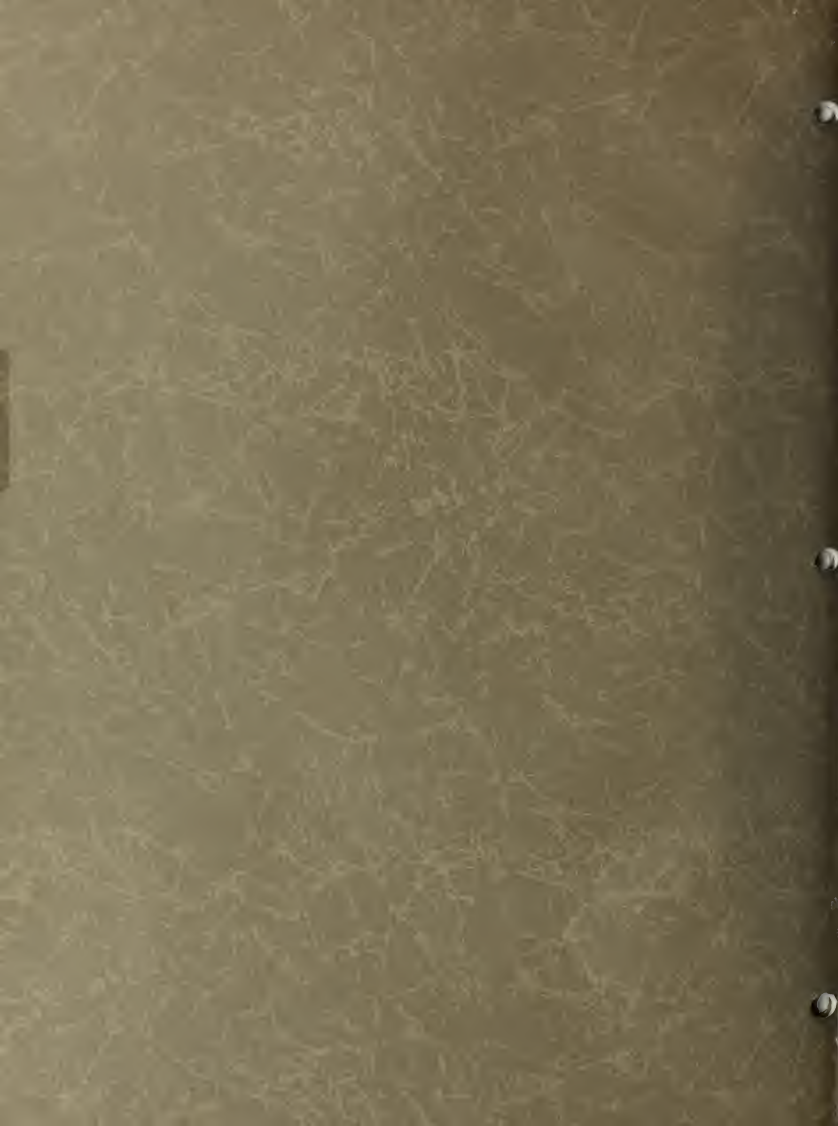




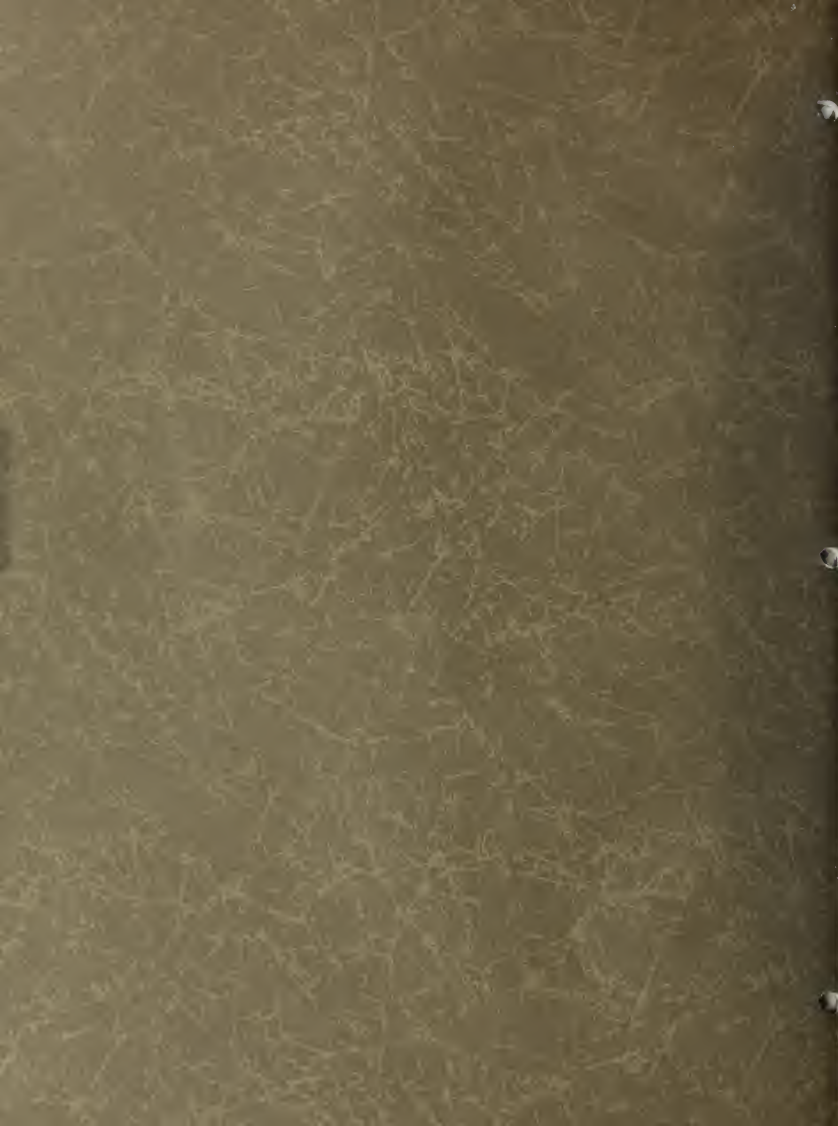












Davis OKs Ferry Agency for Bay Area

Water transit plans get
boost from governor

By Lynda Cledhill and Greg Lucas
CHRONICLE SACRAMENTO BUREAU

SACRAMENTO — Gov. Gray Davis has approved a controversial bill creating a Bay Area ferry authority to oversee the future of water transit in the San Francisco Bay.

The bill, signed Sunday by the Democratic governor, was sought by San Francisco Mayor Willie Brown, among others.

"The hardest part has probably been done, and that is getting people used to the idea of a separate authority establishing and operating an all-bay ferry system," said the bill's author, Sen. Don Perata, D-Alameda.

The bill is at the center of a power struggle between the Metropolitan Transportation Commission, which has official say over Bay Area transportation planning (including ferries), and the Bay Area Council, a regional business group made up of 225 large employers.

The council backs creation of a new governmental entity to expand ferry service far more dramatically than envisioned by the Metropolitan Transportation Commission.

Commuters should not hold

► FERRY: Page A24 Col. 1

Authority To Oversee Water Transit

► FERRY
From Page A17

their breath for an expansion of ferry services, however. Perata's bill, SB482, contains no money to staff the authority or conduct a feasibility study on expanding ferry service, something required by the bill.

In his signing message, Davis said he would not use money from the state budget to implement the plan. Until money is found, an 11-member board of directors for the ferry authority can be appointed but it will have no staff or operating funds.

Brown, vice-chair of the council's ferry task force, has been at odds with the MTC over issues ranging from lower federal subsidies for Muni and the site of the new eastern section of the Bay Bridge.

MITC thinks the council's plan is too ambitious and that more ferries will not ease congestion in the Bay Area's most troublesome areas, particularly the Silicon Valley.

As envisioned by the council, as many as 70 new ferries would eventually crisscross the bay, serving 28 different terminals.

MITC and other opponents, which included land-based transit agencies around the bay, nearly succeeded in killing the bill on the Assembly floor.

But lobbying by Assembly members by Brown and lobbyists for San Francisco and the Bay Area Council revived the bill.

The bill sparked a rare split among Bay Area Democrats. South Bay and East Bay legislators generally opposed the measure, fearing that the authority would siphon away money needed for highway and transit improvements in their regions.

The ferry authority board will be made up of four members appointed by Davis, two by a Senate committee, two by an Assembly committee and three by community organizations in the Bay Area. Each

member will serve an eight-year term.

In related measures, Davis restored \$1.8 million for San Francisco to install surveillance cameras on Muni. Davis said this money was erroneously vetoed from the budget. Originally, \$5 million had been requested by the city and the girls at San Francisco's Immaculate Conception Academy, to make it safer for them to ride to and from their Mission District school.

Currently, there are only about a dozen video cameras on Muni buses, but they will become standard equipment over the next five years. Statistics showed that crime dropped by 80 percent on one line after the cameras were installed.

Davis also signed a measure adding noise to the list of things to be minimized when the San Francisco

*"The hardest part
has probably been
done, and that is
getting people
used to the idea of
a separate
authority."*

DON PERATA, D-ALAMEDA

Bay Conservation and Development Commission considers permit applications.

San Francisco
Chronicle, 10/12/99









AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Presentation by Treasure Island Enterprises
of its Development Concept for the Marina
at Treasure Island

Agenda Item No. 9
Meeting of October 20, 1999

Contact/Phone: Annemarie Conroy, Executive Director
Stephen Proud, Director of Development
274-0660

SUMMARY OF PROPOSED ACTION:

Treasure Island Enterprises is presenting their long-term development concept for the Marina. This presentation is for information and discussion purposes only; staff is requesting no formal action. However unless directed otherwise, staff intends to structure the term sheet negotiations based on the concept.

BACKGROUND

On February 19, 1999, the Authority confirmed the selection of Treasure Island Enterprises (TIE) as the prospective developer of the Treasure Island Marina. On March 10, 1999, the Authority approved a series of milestones related to the Authority's negotiations with TIE. One such milestone was a presentation by TIE of the proposed project design.

Staff has worked closely with TIE to create a long-term development concept that will serve as the basis for future negotiations, ultimately leading to the creation of a term sheet that will be presented to the Authority for endorsement. The proposed development concept considers the parameters set forth in the RFP, and includes a series of uses that are consistent with and complimentary to the operation of a marina. These include a harbormaster office space, marina-related retail, a destination restaurant, a deli/convenience store, meeting rooms, and public showers, restrooms, and laundry facilities.

TIE and Staff have also meet with members of the Economic Development Conveyance (EDC) consultant team to discuss how the proposed marina development would be integrated into a larger development scenario being prepared for the EDC application. The group consensus was that the concept would compliment the proposed land uses in the development scenario, and that the design allows for flexibility in the future development of the remaining portions of the Island.

The presentation by TIE is intended to provide the Authority with an update on the progress of the marina negotiations and to allow the Authority to comment on the proposed design so that staff can consider those comments in further refining the development concept.





AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Resolution Authorizing the Executive Director
To Enter into Sole Source Negotiations with
San Francisco Little League

Agenda Item No. 10
Meeting of October 20, 1999

Contact/Phone: Annemarie Conroy, Executive Director
Stephen Proud, Director of Development
274-0660

SUMMARY OF PROPOSED ACTION:

This action provides authorization for the Executive Director to enter into sole source negotiations with San Francisco Little League for the use of the Little League field located on Treasure Island.

BACKGROUND

On July 21st, 1999, Authority staff meet with staff from Recreation & Parks to discuss how existing recreation facilities on Treasure Island might be put to productive use to address the needs of Treasure Island residents as well as the City at large. Opportunities to address short-term needs as well as the longer-term integration of Treasure Island into the Recreation & Park network were explored as part of that meeting.

Subsequent to that meeting, San Francisco Little League (SFL) was referred to the Authority to explore the possibility of using the Little League field at Treasure Island for practice and games associated with the League. The Little League field is located on the eastern side of Treasure Island, adjacent to the eastern shoreline (see Attached Exhibit). The field was built for use by the Navy families and was constructed to meet the specifications of the Little League organization (e.g., dugouts, outfield fence, etc.). Since the closure of the base, the field has not been maintained for play and has fallen into disrepair.

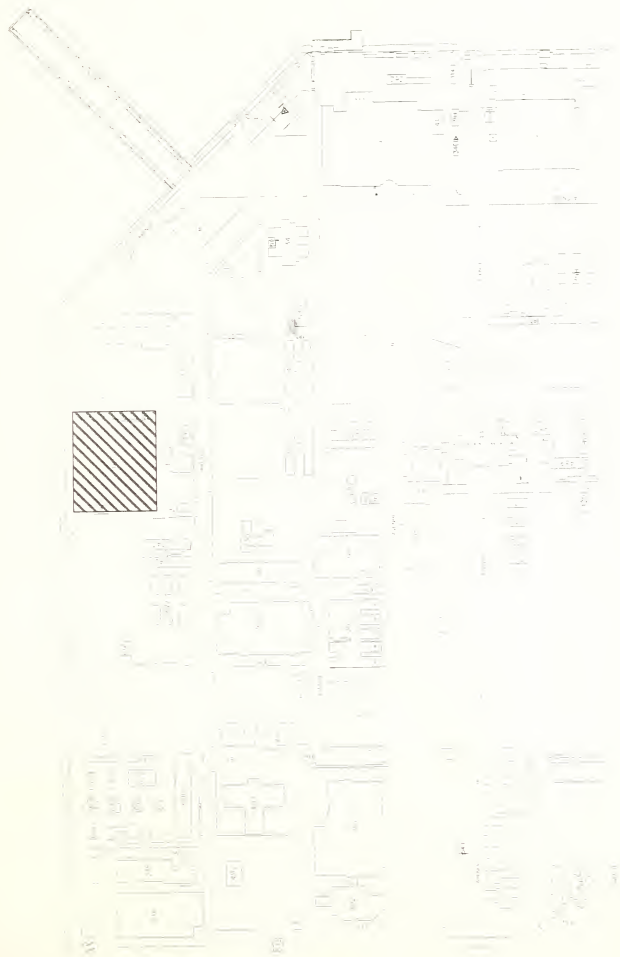
Although commencing sole source negotiations with SFL are subject to the approval of this resolution, SFL has provided the Authority with a proposal for the use of the field. In general, the SFL is proposing that in exchange for renovating the field to bring it to playable condition, SFL would be granted a lease or permit for the use of the facility at no cost. The terms of such an agreement may include:

- ♦ The right to schedule the use of the field. SFL would have the first right to use the field for practices and games, but would make the field available to other users when not needed by SFL.

- ◆ SFLL would designate priority users for the field who would be allowed use of the field for no charge. The users may include the Treasure Island Homeless Development Initiative, the Delancey Street Life Learning Academy, the Treasure Island Elementary School, or other organizations identified by the Authority Staff.
- ◆ SFLL would make the field available to other users on a fee basis to be determined as part of the agreement.
- ◆ That SFLL would be responsible for the renovation of the field to include, but not be limited to, the resodding of the infield, the reseeding of the outfield, repair of the irrigation system, and general renovation of the dugouts, stands, and fences. In addition, SFLL would be responsible for the ongoing maintenance and upkeep of the field..

Given the specific use for which the Little League field was constructed and the possible creation of a recreation site for other residents and programs located on the Island, Staff is recommending the approval of the resolution for sole source negotiations with SFLL. Should the resolution be adopted, Staff would subsequently submit an agreement to the Authority for approval which details the specific terms under which the SFLL would have use of the Little League field.

Location of Little League Field - Treasure Island



[Authorization For Sole Source Negotiations]

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH SAN FRANCISCO LITTLE LEAGUE FOR A LEASE OF THE LITTLE LEAGUE FIELD ON TREASURE ISLAND.

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Tidelands Trust prohibits the sale of trust property into private ownership, generally requires that Tidelands Trust property be accessible to the public and encourages public-oriented uses of trust property that, among other things, attract people to the waterfront, promote public recreation, protect habitat and preserve open space; and,

WHEREAS, The Board of Supervisors approved the designation of the Treasure Island Development Authority (the "Authority") as a redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated February 6, 1998; and,

WHEREAS, the Authority has received a proposal from San Francisco Little League (the "Proposer") for the lease of the Little League field on Treasure Island to conduct regularly scheduled practices and games; and

WHEREAS, San Francisco Little League has agreed to make the field available for other users during those times it is not in use by the Little League and to designate priority users who may have free access to the field, including the Treasure Island Homeless Development Initiative; and

WHEREAS, Under Section 9 of the Rules and Procedures for Transfer of Real Property (the "Rules and Procedures") adopted by the Authority by resolution at its meeting on March 11, 1998, the Authority may authorize the Executive Director to enter into sole source negotiations for the lease of real property upon a vote of 4/5 of its Board of Directors, provided the Authority makes certain findings with respect to such negotiations, as set forth in Subsection 9(b) of the Rules and Procedures; and,

WHEREAS, The Authority hereby finds that proceeding with direct sole source negotiations with the Proposer is reasonably calculated to enable the Authority to realize identifiable public benefits such as the expansion of recreation opportunities in the City of San Francisco and the provision of recreation opportunities for residents of Treasure Island; and

WHEREAS, The Authority here by further finds that such identifiable public benefits are less likely to be realized by public solicitation because the Proposer is the designated agent for Little League Baseball in San Francisco; and

WHEREAS, Based on the foregoing findings, the Authority wishes to authorize the Executive Director to enter into sole source negotiations with the Proposer for the lease of the Little League field; now, therefore, be it

RESOLVED, That the Authority hereby approves and authorizes the Executive Director to enter into sole source negotiations with the Proposer for the use of the Little League field; and, be it

FUTHER RESOLVED, That the Executive Director shall report to the Authority from time to time during the course of the negotiations, as required under Subsection 9(c) of the Rules and Procedures; and, be it

FURTHER RESOLVED, That any agreements negotiated with the Proposer pursuant hereto shall require the prior approval of the Authority pursuant to Subsection 9(d) of the Rules and Procedures.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on October 20, 1999.

John Elberling, Secretary

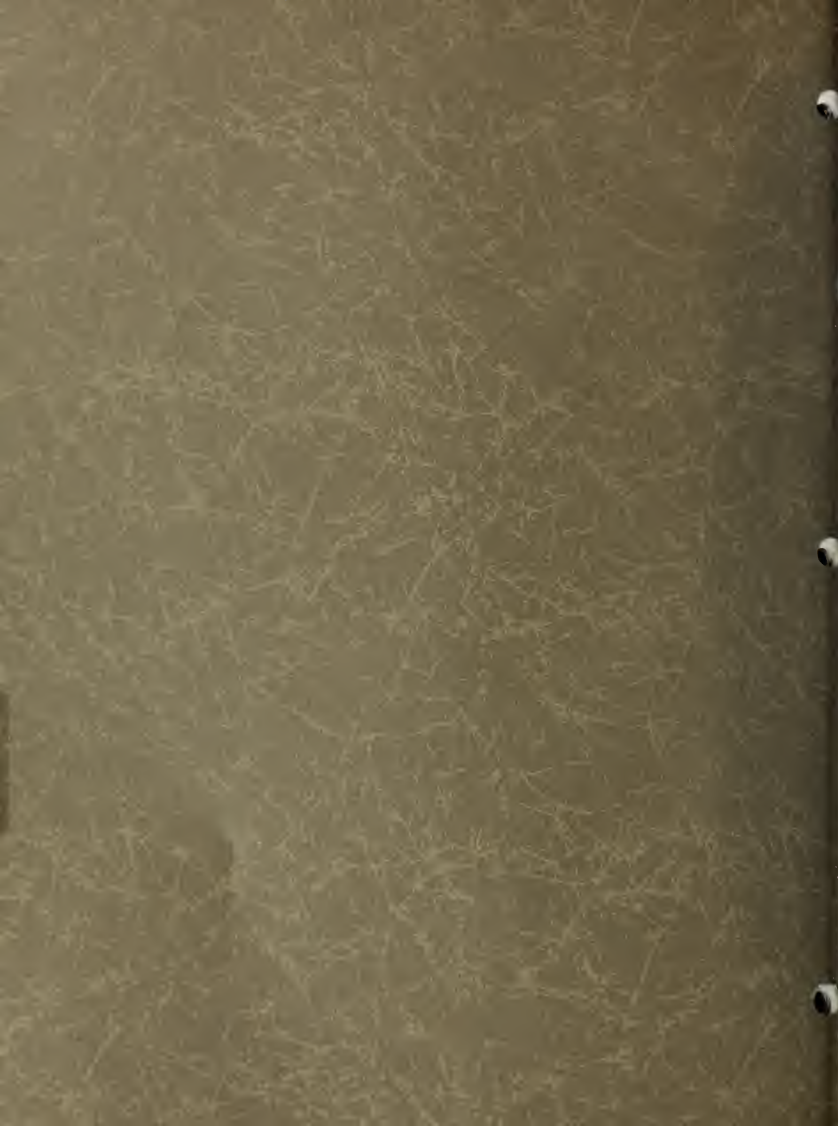
THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE

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AND ARCHITECTURE





AGENDA ITEM
TREASURE ISLAND DEVELOPMENT AUTHORITY
City and County of San Francisco

Agenda Item No. 11

Meeting of October 20, 1999

Subject: Request for Approval of Cooperative Agreement with the U.S. Navy for the period October 1, 1999 through September 30, 2000

Contact/Phone: Annemarie Conroy, Executive Director
Robert Mahoney, Deputy Executive Director
274-0660

SUMMARY OF PROPOSED ACTION

Authorize execution of a modification to the Cooperative Agreement with the U.S. Navy for the period October 1, 1999 through September 30, 2000 for an amount not to exceed \$2.5 million.

DISCUSSION

The City and the Navy entered a Cooperative Agreement (CA) in March 1997 to assist the City with the costs of caretaker services for closed naval station Treasure Island (TI) while the City and the Navy negotiated the transfer of TI to the City. It is important to note that the caretaker services budget established by the Navy is based on Navy costs to achieve Navy standards, not City costs to achieve City standards. This Cooperative Agreement modification incorporates Navy policy to reduce funding for caretaker services as land areas under lease to the Authority are increased, and land areas remaining under the Cooperative Agreement are decreased. Thus, for federal fiscal year 2000 (the period October 1, 1999 through September 30, 2000) the Navy will provide only \$2.5 million for caretaker services. This reduction was anticipated in developing the Authority's FY 2000 budget, and the reduced funding was replaced with increased revenues from special events, facility rentals, and the lease of TI housing units to the John Stewart Company. In addition, the Navy has advised the Project Office that this will be the final year of funding for caretaker services.

The initial CA provided \$2,058,214 to the San Francisco Public Utilities Commission to address expenses related to preparations to operate and maintain TI utility services (including water, wastewater, storm water, electric and gas utility systems). There have been two subsequent modifications to the CA: October 1, 1997 through September 30, 1998 for \$4,000,000 and October 1, 1998 through September 30, 1999 also for \$4,000,000.

The CA establishes six categories of functions, or annexes, the Authority will perform for the Navy, as well as a budget for each (summarized in Table 1, "Cooperative Agreement Services 10-01-99 through 09-30-00."). Table 2 provides a summary of all Cooperative Agreement budgets from March 1997 to date. Table 3 summarizes the Authority's total budget for City FY 2000 by Index Code. Expenses not reimbursable under the CA are charged to other Index Codes,

based on the location and activities the Authority is authorized to undertake through its leases with the Navy. The Authority will bill the Navy monthly for expenses incurred under the Cooperative Agreement. For all functions, the Authority will bill at the rate of 1/12 of the agreed maximum annual expense as summarized in Table 1.

TABLE 1 COOPERATIVE AGREEMENT SERVICES
October 1, 1999 through September 30, 2000

Annex	Function	Annual Budget	Monthly Invoice
1	Public Safety	\$325,000	\$27,083
2	Telephone Cable Maintenance	50,000	4,167
3	Grounds Maintenance	250,000	20,833
4	Building/Street Maintenance & Repair	1,213,000	101,083
5	CA/Personal Property Management	500,000	41,667
6	Utility Services & Maintenance	162,000	13,500
	TOTAL	\$2,500,000	\$208,333

TABLE 2 COOPERATIVE AGREEMENT BUDGETS
March 1997 through September 2000

Function	Total	10-01-99 through 09-30-00	10-01-98 through 09-30-99	10-01-97 through 09-30-98
Public Safety	\$3,325,000	\$325,000	\$1,500,000	\$1,500,000
Telephone Cable Maintenance	100,000	50,000	50,000	0
Grounds Maintenance	1,358,000	250,000	500,000	608,000
Building/Street Maintenance	3,405,000	1,213,000	1,200,000	992,000
CA/Personal Property Management	850,000	500,000	250,000	100,000
Utility Services & Maintenance*	3,520,214	162,000	500,000	2,858,214
TOTAL	\$12,558,214	\$2,500,000	\$4,000,000	\$6,058,214

* Includes \$2,058,214 provided to PUC to prepare to operate and maintain TI utilities

TABLE 3 TIDA BUDGET
FY 2000
July 1, 1999 through June 30, 2000

Index Code & Function	07-01-99 through 06-30-00 Total	07-01-99 through 09-30-99	10-01-99 through 06-30-00	07-01-00 through 09-30-00
Revenue Budget				
210009 Administration				
210016 TI Special Events	1,200,000	300,000	900,000	
210017 YBI Special Events				
210018 TI Commercial	1,200,000	300,000	900,000	
210019 TI Film Permits	10,000	2,500	7,500	
210020 YBI Film Permits				
210021 TI Marina	190,000	47,500	142,500	
210022 TI Housing	1,200,000	300,000	900,000	
210023 YBI Housing	200,000	50,000	150,000	
210024 Cooperative Agreement* 07-01-98—09-30-99	1,000,000	1,000,000		
210029 Cooperative Agreement 10-01-99—06-30-00	1,875,000		1,875,000	
210029 Cooperative Agreement 07-01-00—09-30-00				625,000
Subtotal Non CA Revenues	\$4,000,000	1,000,000	3,000,000	
Subtotal CA Revenues	\$2,875,000	\$1,000,000	\$1,875,000	
Revenue Budget Total	\$6,875,000	\$2,000,000	\$4,875,000	
Expense Budget				
Non CA expenses	\$4,000,000	\$1,000,000	\$3,000,000	
CA expenses	\$2,875,00	\$1,000,000	\$1,875,000	
Expense Total 07-01-99—06-30-00	\$6,875,000	\$2,000,000	\$4,875,000	

* The Cooperative Agreement term is coterminous with the federal fiscal year, October 1 through September 30; the City's fiscal year is July 1 through June 30. Thus, Cooperative Agreement expenses and revenues for any one year period encompass the second, third and fourth quarters of the City's fiscal year and the first quarter of the subsequent City fiscal year. \$625,000 of the Cooperative Agreement for the period 10-01-99 through 09-30-00 will be expended and paid in the first quarter of City FY 2001.

Pursuant to the Board of Supervisors Resolution establishing the Treasure Island Development Authority, the CA will be referred to the Board of Supervisors for its approval as a contract in excess of \$1 million.

RECOMMENDATION

Staff recommend approval and authorization to send the Cooperative Agreement to the Board of Supervisors for its approval.

[Treasure Island Cooperative Agreement]

APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE NAVY WHEREBY THE TREASURE ISLAND DEVELOPMENT AUTHORITY WILL ASSUME CERTAIN RESPONSIBILITIES REGARDING THE OPERATION AND MAINTENANCE OF TREASURE ISLAND, AND THE NAVY WILL REIMBURSE THE AUTHORITY FOR THE COSTS THEREFOR.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Federal Government") and operated by the United States Navy (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, With the approval of the Board of Supervisors, the City and the Authority have entered into Cooperative Agreements with the Navy under which the City agreed to assume responsibility for (i)

1 operation and maintenance for the water, waste water, storm water,
2 electric and gas utility systems on the Base, (ii) security and
3 public health and safety services, (iii) grounds and street
4 maintenance and repair, and (iv) property management and caretaker
5 services; utility services to the Base and the Navy agreed to
6 reimburse the City for the costs thereof up to a maximum of
7 \$4,000,000 per year for the Periods from October 1, 1997-September
8 30, 1998 and for the period from October 1, 1998-September 30, 1999
9 (the "Cooperative Agreement"),

10 WHEREAS, Pursuant to the terms and conditions of the
11 Modifications to the Cooperative Agreement substantially in the form
12 of the Modifications to the Cooperative Agreement attached hereto as
13 Exhibit A (the "Cooperative Agreement Modifications"), the Authority
14 would continue to assume responsibility for (i) operation and
15 maintenance of the water, waste water, storm water, electric and gas
16 utility systems on the Base, (ii) security and public health and
17 safety services, (iii) grounds and street maintenance and repair, and
18 (iv) property management and caretaker services, and the Navy would
19 reimburse the Authority for the costs thereof, up to a maximum of
20 \$2,500,000 for the period from October 1, 1999-September 30, 2000;
21 and,

22 WHEREAS, Pursuant to the Cooperative Agreement
23 Modifications, the Authority will indemnify and hold harmless the
24 Federal Government from any claims, losses or other damages incurred
25 by the Federal Government as a result of the Authority's activities

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00007

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is exercise the option to extend the Cooperative Agreement from 1 November 1999 through 30 September 2000. and to revise the Cooperative Agreement as follows:

1. The general provisions of the basic agreement remain unchanged.
2. Delete Appendix I, Requirements Statement, all Function Annexes (Annexes 1-6), and Appendix II, Consolidated Cost Estimate, from Modification P00004.
3. Insert the Table of Contents, Requirements Statement, Functional Annexes 1-6 with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries. These are attached and will become part of the Cooperative Agreement.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$2,291,666.67 from \$10,266,546.33 to a new not-to-exceed price of \$12,558,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

BK 1797XXX0510 K600 0252 38611 0 068711 2A 000000 BK000R033607	\$	666.67
BL 1797XXX0510 1634 0252 38411 0 068711 2A 000000 BL000R033603	\$	1,328,000.00
BM 1797XXX0510 K500 0252 38511 0 068711 2A 000000 BM000R033603	\$	512,000.00
BN 1797XXX0510 K500 0252 38511 0 068711 2A 000000 BN000R033604	\$	154,000.00
BO 1797XXX0510 K500 0252 38511 0 068711 2A 000000 B0000R033605	\$	99,000.00
BP 1797XXX0510 K500 0252 38511 0 068711 2A 000000 BP000R033606	\$	99,000.00
BQ 1797XXX0510 K500 0252 38511 0 068711 2A 000000 BQ000R033607	\$	99,000.00
		<u>\$2,291,666.67</u>

For the CITY AND COUNTY

OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

For the U.S. Navy

By: _____
Mayor

By: _____
ROBERT BOYER
Grants Officer

Clerk of Board of Supervisors

Annemarie Conroy
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
Deputy City Attorney

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SECTION I

REQUIREMENTS STATEMENT

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997. The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

The operation and maintenance of Navy facilities that are licensed or leased to the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GF P/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The agreement is divided into six (6) functional annexes. For ease of reading, each annex follows a standard format that is briefly described below.

1. Description

This paragraph generally defines the scope of services to be provided under the agreement.

2. Concept of Operations

This paragraph provides additional descriptions of the services, and operations and maintenance functions that are included in the annex. Standards for the services and functions are those of the service provider.

3. Technical Execution Plans (TEPs)

There is a Technical Execution Plan (TEP) appended to each annex within this document. Prior to this modification, the TEP(s) were separate documents. The TEPs are being appended to each of the functional annexes so that the result will be a fully integrated and self-contained document that is an integral part of this agreement. The OIC, Caretaker

Site Office, will use these plans when developing the Navy quality assurance program.

The TEPs are management tools for both the City and the Navy. The TEPs form the technical basis for reimbursement by the Navy to the City for the work performed by the City in the process of assuming the ownership and management of Treasure Island. The City's budgets in Section III will track to the objectives of the TEPs.

The TEPs identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog, scheduled completion dates, and work execution plans. They include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with leasing, licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker will advise the Grants Administrator and the OIC, Caretaker Site Office, of significant changes to the plan.

4. Government Furnished Property/Equipment

This section, located in Functional Annex 5, refers to a list of government property and equipment that the Navy shall provide to the Caretaker for performing CA services and functions.

5. Section III, Consolidated Cost Estimate and Detailed Budget Summaries

This section contains consolidated cost estimates for the full term of the Cooperative Agreement. Costs may be reallocated among annexes with prior approval of the Navy Grants Administrator. Reallocations must occur within the term of the agreement, be within the original Cooperative Agreement scope, and not exceed the total estimated cost agreed upon in this modification for the total of all the annexes.

6. Allowability of Indirect Expenses

Article V Costs, Section 502, Advance Agreements on the Allowability of Costs, Part B of the basic cooperative agreement states "indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable". This does not mean that all indirect expenses are unallowable but that the allowability of indirect expenses will be governed by OMB Circular A-87.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the functional annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval

	Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority or Authority.
TI	Treasure Island
YBI	Yerba Buena Island

The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

SECTION II

FUNCTIONAL ANNEXES

FUNCTIONAL ANNEX 1 POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES

PART I

LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses. Services apply to the closed Naval Station. These services include law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. They also include police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide a response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

PART 1.A

SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour security patrols to for the former NS Treasure Island to control access and deter unauthorized entry to or removal of Navy-owned property .

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for a Police response if they detect any indication of a crime being committed or committed previously.

1.A.2.5. Security personnel are not authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service.

PART 1.B

FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection", includes services which involve the operation of a fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

1.B.2. Concept of Operations

The Caretaker shall provide Fire Protection services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for Fire Protection services for those areas of the closed NS that have limited or no reuse potential.

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standards established by the Navy for Caretaker Levels as described in CNO letter Ser N444B dated 6 Oct 1994 located in the CSO's office.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair shall remain out of service or shall be placed in an out-of-service status by the Caretaker. Engineered fixed extinguishing systems shall be placed in an out-of-service status in all vacant buildings.

The Caretaker shall respond to release of hazardous materials for Naval Station property, and provide initial clean-up of such releases, except for releases due to Navy operations. Hazardous materials response shall include a response to spills which affect the surrounding bay waters directly or via the storm drain system.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection function as listed in Technical Exhibit 1-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

**TECHNICAL EXECUTION PLAN
FOR
ANNEX 1
PUBLIC SAFETY**

1. The missions of the San Francisco Police and Fire Departments, with regards to operations on Treasure Island and Yerba Buena Island (TI/YBI) are:

- a. To safeguard the well being of residents, employees and visitors to TI/YBI.
- b. To protect and insure the security of property and buildings located on TI/YBI.
- c. To interact and liaison with other local and federal government agencies located on the islands.
- d. To assist and coordinate efforts to maintain front gate security and prevent fires on TI/YBI.
- e. To proactively meet with residents and employees of the Islands and to engage in partnership and dialogue which will form the basis of future community problem solving efforts.
- f. To protect the lives and property on TI/YBI from fire, natural disasters, hazardous materials incidents.
- g. To save lives by providing emergency medical services.
- h. To prevent fires through prevention and education programs.

Assignment of Responsibility:

Police Department:

Overall, responsibility for staffing and policing of the Islands will remain with the San Francisco Police Department, Treasure Island Station.

Overall, operational command of police services will be the responsibility of Captain Rich Cairns.

Fire Department:

Overall, responsibility for staffing and policy in regards to the Islands will remain with the Chief of the Fire Department or their designee.

Overall, operational command will be the responsibility of the Chief of the Fire Department or his designee.

Staffing and Tours of Duty:

Police Department:

Police staffing of the Islands will be on a continual 24-hour, seven-day a week basis. Deployment will be as follows:

Day Watch (0600-1600): One Captain, One Sergeant, Two Patrol Officers, and One Light Duty Station Officer.

Swing Watch (1400-2400): Two Patrol Officers.

Midnight Watch (2100-0700): Two Patrol Officers.

Supervision: Units assigned to the Islands shall be under the supervision of their respective unit supervisors. Supervisors shall remain available to respond to TI and YBI as needed. Supervisors will make periodic visits to their personnel on the Islands as part of their regular supervisory responsibilities.

Fire Department:

Fire Department staffing of the Islands will be on a continual 24-hour, seven-day a week basis.

Deployment is as follows:

Total Fire Department personnel assigned to the Islands currently consists of One Captain, six Lieutenants and 20 Fire Fighters. In addition, the Battalion Chief of District 03 and his aide have temporarily relocated their headquarters to Treasure Island Fire Station until further orders from the Chief of the Department. Their staffing consists of 3 Battalion Chiefs and 3 Chief's Aides.

Current daily staffing consists of 2 Officers and 4 Firefighters. They work on a 24-hour shift from 0800 to 0800. Additionally, Basic Life Support (BLS) Ambulance service has been established during 1999. Although a Battalion Chief and Chief's Aide are currently quartered at Treasure Island, they are not exclusively dedicated to the Islands. They are still responsible for their district in San Francisco that includes the Bay Bridge, Treasure Island and Yerba Buena Island.

In addition to the current Fire Department staff on TI, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Cliff Rescue, Water Rescue, Emergency Medical Service, etc.

The department anticipates the assignment of one paramedic to the Islands on each watch in exchange for one firefighter on each watch in early to mid 2000.

Duties of Department:

Police Department:

Upon arrival at TI/YBI, officers will meet with the off-going watch to exchange any pertinent information. Officers shall check the incident/information clipboard at the station prior to commencing patrol.

Officers are responsible for the security of Island property, residents, and visitors. This entails the diligent investigation and documentation of any suspicious incidents, persons, vehicles, etc. that they encounter during their tour of duty. All incidents will be documented on incident reports, memoranda, or field interrogation cards, as appropriate. Officers will be responsible for conducting diligent patrol of the Islands unless they are

engaged in investigations or report preparation at the Station. Officers will maintain a cooperative liaison with Treasure Island gate security, and respond promptly to any of their calls for assistance or back up. Officers will coordinate with the San Francisco Department of Animal Care and Control as required.

Copies of all incident reports and memoranda will be maintained at the TI Station for informational purposes.

Police personnel will maintain their presence on the Islands at all times. During the midnight watch, units may leave the Islands only for exigent circumstances, and with the permission of the supervisor.

Fire Department:

The duties of the Fire Department will be to respond to structural fires, auto fires, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, cliff rescues, water rescues, investigation of building alarms, and other emergencies on TI/YBI and the San Francisco Bay Bridge.

Inspection and fire prevention programs will be administered by the Department's Bureau of Fire Prevention.

Points of Contact:

Police Department:

Commander Portoni 553-1527

Captain Cairns 984-0642 pager: 998-8487

Sergeant McCloskey 984-0645 pager: 804-5349

Officer Clyburn 984-0645

Officer Achim

Officer Schlink

Officer Gaan

Officer Kosewic

Officer Marchand

Officer Barker

Officer Fox

Officer Frenkel

Fire Department:

Emergency Number 911

Division 1 558-0350 or 558-3213

Firehouse Business 558-3248

FUNCTIONAL ANNEX 2

TELEPHONE CABLE MAINTENANCE SERVICES

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, conduits, connections, and terminals located throughout the base *with the exception of cable plant, conduit and related infrastructure which is owned by the local service provider (providing service to housing and lodging facilities)*. The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. Lease of the Telephone Cable System to the Treasure Island Development Authority: The Navy owned utility infrastructure serving former Naval Station Treasure Island, including the telephone cable system, may, subject to the prior approval of the Authority and the San Francisco Board of Supervisors, be leased to the Authority. In that event, the continued operation of the telephone cable system by the Caretaker would be subject to the provisions of that lease. Accordingly, provision of this Agreement pertaining to maintenance of the telephone cable system would be void upon execution of such a lease.

2.2.2 Operations Under This Agreement Prior to Leasing

2.2.2.1 The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2.2 The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.2.3 The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.2.4 The Navy will provide a full set of maps and drawings related to the telephone system to the Caretaker. Subsequently, the Caretaker will maintain such maps and drawings and will make them available to the Navy, upon request, to provide documentation in support of system conveyance.

2.2.2.5 The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1-week notification of scheduled service outages.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 2
TELEPHONE SERVICES**

1. The following procedure is to be used by City Departments on Treasure Island/Yerba Buena Island (TI/YBI) when reporting trouble with telephone services:

- a. The Department will call (415) 550-2747 Department of Telecommunications and Information Services (DTIS) Dispatcher and report the trouble, giving as much detail as possible.
- b. DTIS Dispatcher will open a trouble ticket with Pacific Bell or dispatch a DTIS Technician to the site.
- c. Pacific Bell will close the ticket with the DTIS Dispatcher or report that the service is good to the Main Point of Entry (MPOE).
- d. Lucent Technologies will clear the trouble with the Dispatcher.

2. The following procedures will be used by non-City Entities on TI/YBI when reporting trouble with their telephone services:

- a. Client will follow their internal trouble reporting procedures.
- b. If Pacific Bell determines that the service is good to the MPOE, and a problem still exists, then Pacific Bell will contact the DTIS Dispatcher at (415)550-2747.
- c. DTIS Dispatcher will contact Lucent Technologies and open a trouble ticket for cable troubleshooting.
- d. Lucent Technologies will clear the trouble with the Dispatcher. Any charges for repairs will be passed along to the client.

3. Preventative Maintenance of cable trunks and switch gear shall be per the Cooperative Agreement. Any outstanding repairs shall be reported weekly during the Navy/City meeting.

FUNCTIONAL ANNEX 3

GROUNDS MAINTENANCE SERVICES

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property to the Caretaker.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work to all areas on closed Naval Station Treasure Island that have not been transferred to the Department of Labor or the United States Coast Guard, and have not been leased to the Caretaker. Grounds maintenance shall be performed to two standards:

Level 2 Services

Turf Grass Mowing and Associated Cleanup: Turf areas shall be mowed an average of two times per month. Turf grass height shall be maintained between 2 inches and 4 inches at all times. Prior to mowing, all trash, papers, and other debris shall be removed from turf areas. Surface imperfections such as gopher mounds shall be leveled out. All edges along curbs, sidewalks, roadways, and other paved areas, and around light poles, hydrants, light guards, and signs shall be trimmed once per month. Tree wells shall be maintained around all trees and large shrubs growing in lawn and turf areas. All clippings shall be cleared from walkways, roadways, and other paved areas.

Trees and Shrubs: All trees and shrubs shall be pruned to provide safe passage, maintain a healthy and pleasing appearance, and prevent interference with pedestrians and vehicular traffic. Trees and shrubs shall be treated as necessary to prevent disease, fungus, and insect damage. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Irrigation: Minimum irrigation shall be performed in a manner that promotes good appearance of landscaped areas. Irrigation shall include the watering of lawns, shrubs, trees, ground cover and containerized plants. Caretaker shall provide back-flow prevention devices approved by the San Francisco Department of Public Works on all hoses that are used for watering and all connections made to fire hydrants.

Weed control in Paved Areas: Weeds shall be removed from all asphalt and other paved areas. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Level 3 Services

Mowing and Associated Cleanup: Grass and weeds shall be cut 12 times per year. Prior to mowing, all trash and debris, including leaves, paper and other objects within the maintenance area shall be removed. Grass/weeds shall be maintained at a uniform height of not less than 2 inches and not more than 5 inches.

Trees and Shrubs: All trees and shrubs shall be pruned as required to encourage proper health and to maintain a pleasing appearance. Any extensive pruning or "cut back" shall be accomplished in the winter or during the dormant season. Ivy and ground cover shall be kept a minimum of eight inches (8") from shrubs and trees. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Weed Control in Paved Areas: Weed shall be removed from all asphalt and other paved areas four times per year. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Irrigation: Level 3 areas shall not include any irrigation.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which have limited or no reuse potential.

3.2.5. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.6. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 325 as a local shop and storage space.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 3
GROUNDS MAINTENANCE**

1. Per the contract between TIDA and Rubicon Enterprises, dated March 1999, the grounds maintenance of the Islands will be maintained in an appropriate manner. The monthly invoice for these services, under the requirements of the Cooperative Agreement, will be per Annex 5, Financial Management.
2. The Caretaker Site Office Treasure Island holds a copy of the contract, for historical and quality assurance purposes.

FUNCTIONAL ANNEX 4

BUILDING AND ROADS MAINTENANCE SERVICES

PART 1: BUILDING MAINTENANCE

4.1 Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building shall be in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This functional applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 for performance of the Building Maintenance Services function.

4.2 Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on structures in accordance with Caretaker standards and special requirements for "Historical" buildings, which will be finalized in a separate document.

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. The Caretaker may obtain specialty functional support via contract.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house personnel or contract.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes

emergency/service calls and boiler maintenance. The Caretaker will provide all supplies and equipment necessary to perform the building maintenance service.

4.2 8. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

PART 2: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Road services includes management, supervision, and work execution required to provide maintenance and repair to paved roadways at a level not less than Caretaker's standards for the City. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this functional.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this functional using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service.

4.A.2.8. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

TECHICAL EXECUTION PLAN FOR ANNEX 4 BUILDING AND ROADS MAINTENANCE

1. Purpose

This document provides operational procedures for the management of maintenance and repairs to roads and facility structures on Treasure Island (TI) and Yerba Buena Island (YBI). Included are responsibilities for furnishing professional engineering support services, and the management of the Plan Room located in Building one. This plan is a working document and may be changed, altered, amended or revised due to actual field conditions, circumstances or mutual agreement.

2. Work Execution for Buildings and Roads Maintenance

Offices and Work Spaces

Office space in Building 1 is the Department of Public Works (DPW) base of operations, office space and contact point with other agencies, departments and civilians. The fenced, lockable and paved area surrounding building 225 (auto/hobby shop) is currently being used by DPW to store vehicles and equipment. Building 225 itself is used for storage, repair, and a staging area and as auxiliary offices.

Employee Assignment

Line and or staff personnel are assigned to fulfill the DPW duties and responsibilities at Treasure Island in the most economical and efficient way possible. Therefore, the on site DPW personnel will confine their role to Cooperative Agreement responsibilities except as specifically requested and funded by the Office of the Mayor's Treasure Island Project.

On site personnel will be assigned from but not limited to Stationary Engineers or other crafts and personnel. All assigned or dispatched personnel will be journey level craft persons, construction laborers, custodial personnel, or an appropriate level manager or supervisor.

Regular Inspection and Maintenance of Facilities Covered by the Cooperative Agreement

Regular inspections will be conducted along with routine maintenance by on-site staff or assigned craft personnel as required to maintain those structures mutually agreed upon by the U. S. Navy and the City under the Cooperative Agreement. Major repairs when and if authorized will be assigned to the Bureau of Building Repair, DPW Craft Shops or contracted out. Maintenance and repair of alarm systems, fire suppression systems, roofing, elevators, hoists and other specialized systems will be contracted out to private vendors as deemed appropriate by DPW.

Levels of inspection and maintenance undertaken and performed will be determined by the lay up levels [lay up levels are synonymous with maintenance levels as used here] as

specified in CNO letter Ser N444B dated 6 Oct 1994. Inspection and repairs performed will follow guidelines in the referenced Building Repair caretaker Maintenance Schedule. Any disagreements on interpretation by DPW of actual levels or condition encountered or recorded should be reduced to writing and presented to the City and County by the Navy for discussion, interpretation and mutual decision. City and DPW interpretations will prevail and be undertaken unless specific disagreement are brought to their attention and agreed to by the City.

Tenant Occupied and Non-Cooperative Agreement Facility Maintenance and Repair

Tenants (private or public) of facilities and other departments may contract with the Bureau of Building Repair, DPW for facility management or repair services through Interdepartmental Work Orders. All work order services will be completed expeditiously and according to prevailing industry standards. Scheduling of regular or one-time repair will be at the availability of materials and personnel. Emergencies involving life, health or safety issues will receive priority status.

Street and Grounds Maintenance

The Bureau of Building Repair will maintain liaison with those DPW entities responsible for street and grounds maintenance at the Treasure Island/Yerba Buena site. The Bureaus of Street Environmental Services and Street Repair will report to Building Repair on conditions, regular schedules of work, and problems that arise from these areas. The Bureaus will report, through appropriate channels, on a regularly basis to the Navy. Both Street Environmental Services and Street Repair will maintain complete records of all work, repairs and costs.

Regular street cleaning undertaken by the Bureau of Street Environmental Services will be confined and specifically limited to regular mechanical sweeping of paved streets covered by the Cooperative Agreement but not those covered by a lease or license agreement.

Repair and maintenance of streets by the Bureau of Street Repair will be confined to those paved streets covered by the Cooperative Agreement but not those covered by a lease or license. Actual repairs will be confined to reasonable repairs or emergency backfill after notification of a problem or circumstance. Resurfacing of streets by the Bureau of Street Repair will be done with prior approval by the Navy.

2B. Work Execution for Professional Engineering and Plan Room Services

DPW will provide engineering support as required for the proper maintenance and repairs of the roads and facility structures on TI and YBI. Engineering support will include DPW coordination efforts with other City agencies, and technical expertise involving the civil, electrical, mechanical, structural, architectural, and landscape architectural fields.

Plan Room management will be established to facilitate retrieving plans previously organized by the Navy. DPW does not intend to have full-time staff stationed at TI to

provide Plan Room related services. However, DPW through its Bureau of Engineering will dispatch personnel to TI to provide Plan Room related services on an as-needed basis. Procedures will be implemented to provide documents to requesters timely.

Reproduction equipment turned over by the Navy is limited to small-scale reproductions only. Reproduction equipment does not have reducing or enlarging capabilities. DPW will implement procedures to use reproduction services provided by an outside vendor. To recoup reproduction costs which are not charged to the Navy, DPW intends to charge a flat fee of \$5.00 per sheet (irrespective of drawing size) when such outside reproduction services are utilized. Payment shall be by check made payable to DPW, and shall be due at the time of document pickup.

To properly manage control of the Plan Room, access will be limited to only DPW personnel. All requests for plans and reports shall be directed to (415)558-4061 or (415)558-4067.

1. Reporting Procedures

The Mayor's Office and the Navy will schedule regular meetings on site. The purpose of the these meetings will be to:

- ☐ report on the previous work and events
- ☐ report on special work scheduled for the next period of time
- ☐ report on grounds and streets as appropriate
- ☐ advise the Navy and Mayor's Office of possible future problems

Records of all inspections, deficiencies noted, and corrections made will be recorded and available for review by the Navy upon request and sufficient notice. A log of all Plan Room requests received will be provided to the Navy on a monthly basis.

Around the clock emergency response will be available through the Department of Public Works. During normal business hours, calls should be placed to the Bureau of Building Repair personnel stationed at Treasure Island either at their offices or pager numbers. If Building Repair personnel are not immediately available at the Naval Station, a Project Coordinator at our Bureau offices at Telephone (415) 695-2030 can be contacted for assistance. Emergency calls after hours, on weekends and holidays should be placed to the Department of Public Works Emergency Hotline at (415) 695-2020. Requests for assistance through the Department's Hotline will be directed 7-days a week to the appropriate Operations bureau or other entity.

1. Allocability and Voucher Preparation

An existing computerized system will be utilized to track costs for both labor and materials. Costs for work covered under the Cooperative Agreement will be encumbered and charged against Mayor's Office funds that have been work ordered to the Department of Public Works through the City Work Order system. Those Navy funds allocated to the

Department of Public Works for work undertaken under the Cooperative Agreement will have a single identifying Job Order Number. All work performed under the Cooperative Agreement will be charged to and identified by this number. Non-Cooperative Agreement work requested by the Mayor's Office Treasure Island Project will be charged and identified by a different and separate Job Order Number provided by the Mayor's Office. The Department of Public Works will, in general, defer the interpretation of, direction to perform and responsibility for deciding whether any particular work, job or project should be charged against funds encumbered for Cooperative Agreement work to the Mayor's Office Treasure Island. Work requested by and performed for other City departments or other entities at the closed Naval Station will be charged to and identified by separate Job Order Numbers.

In cases of life, health or safety, only remedial repairs or procedures to alleviate an immediate threat will be undertaken without prior approval.

1. Animal and Pest Control

Any animal or pest control problem mutually considered by the Navy and the City to be covered by the Cooperative Agreement will be referred to private vendors as approved by the City or deemed appropriate by the Department of Public Works. Pest Control services will be conducted in accordance with the Integrated Pest Management Policy adopted by the City and attached.

6. Recall List

A limited, current and updated telephone list will be provided to the U. S. Navy and the Mayor's Office Treasure Island Project staff. The Mayor's Office, Navy and tenants are directed to use the Department of Public Works Emergency Hotline at Telephone (415)695-2020 to obtain assistance or request off hour response of DPW personnel.

Vehicle Logistics

Purpose

The purpose of this section is to delineate the conditions, locations, and maintenance of Navy vehicles assigned to the Department of Public Works.

Vehicle Use and Assignment

The Navy assigned vehicles to the Department of Public Works, Bureau of Building Repair. These are used by on-site personnel and shops located within the City to transport personnel and materials to, from and around Treasure Island. In order to utilize, maintain, and fuel these vehicles, however, it is necessary to park the vehicles at various San Francisco Public Works locations for periods of time up to several days depending on servicing requirements and staffing availability. The vehicles not assigned to a specific shop serving Treasure Island will be stored inside the locked enclosure surrounding Building 225 (Auto Hobby Shop).

Department of Public Works Responsibilities

DPW assumes primary responsibility for performing regular vehicle maintenance and repairs. All service and fueling will be accomplished through the City Purchaser's Central Shops, funded through the Mayor's Office to DPW for the Treasure Island Project. In addition, vehicles assigned to DPW will have a number assigned and placed on vehicle front doors along with a City Seal. Navy identifying numbers and lettering will be retained through the course of this agreement.

General Conditions of Use

Vehicles will in general be reserved for service of the closed Naval Station facilities. The Department reserves the right to substitute City owned vehicles for servicing Treasure Island if maintenance, equipment, or scheduling requirements so indicate.

FUNCTIONAL ANNEX 5

PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.0 Personal Property Management

5.1 Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. The personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2 Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will cooperate with the Navy CSO staff in the execution of work associated with this function.

5.3 Government Furnished Property/Equipment (see the Technical Exhibits section to this annex)

5.3.1. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies to the Navy for review.

FUNCTIONAL ANNEX 5.A

COOPERATIVE AGREEMENT MANAGEMENT

5.A. Cooperative Agreement Management

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

- a. provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.
- b. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- c. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- d. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- e. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- f. provide dedicated management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of functional management plans. The CA Manager shall ensure the functional management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall maintain important data, records, maps, and drawings related to the closed Naval Station.

5.A.2.4. The Caretaker shall establish and maintain appropriate accounting records required to satisfy applicable Federal audit requirements and as backup information for invoices provided to the Navy for payment.

5.A.2.5. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.6. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Invoice Verification Procedures

5.A.3.1. Quality Assurance Inspections

5.A.3.1.1 The Caretaker shall provide a copy, upon request, of the Caretaker work order listing for all

work ordered under the Cooperative Agreement to the CSO OIC.

5.A.3.1.2 The CSO OIC or his designated representative will annotate the work order listing showing the projects, scheduled for completion during the current month, that will be inspected. The listing will then be returned to Caretaker.

5.A.3.1.3. The CSO OIC or his designated representative shall conduct inspections documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.3.2. Invoice Verification

5.A.3.2.1. The Caretaker shall provide copies of both the *Monthly Expenditure Summary Report* and the detailed Cooperative Agreement Monthly Reports to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period). The Monthly Expenditure Summary Report is a report prepared by the Caretaker that provides a summary of the following: current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item. The detailed *Cooperative Agreement Monthly Report* is a report prepared by the Caretaker which summarizes costs by Work Order No., function charged (or type work accomplished), employee no., date charged, and labor, material, equipment, contract costs, and total costs.

5.A.3.2.2. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations, and all inspection reports.

5.A.3.2.3. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for processing of payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the Grants Administrator.

5.A.3.2.4. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of Monthly Expenditure Summary Report and the detailed Cooperative Agreement Monthly Report.

5.A.3.2.5. During the meeting outlined above, the CSO OIC, and/or his designated representative, and Caretaker will reconcile all problem areas found by the CSO OIC during the review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.

5.A.3.2.6. Immediately upon resubmission of the corrected copy of the Monthly Expenditure Report, the CSO OIC shall submit the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for payment.

5.A.3.2.7 Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO invoice verification file.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 5
FINANCIAL & PERSONAL PROPERTY MANAGEMENT PLAN**

FINANCIAL MANAGEMENT PLAN

This Technical Execution Plan (TEP) for Financial Management will guide the allocation of expenses reimbursable under the Cooperative Agreement between the Treasure Island Development Authority (Authority) and the U.S. Navy and expenses that are not reimbursable under the Cooperative Agreement.

The Authority and the Navy entered a Cooperative Agreement (CA) to assist the Authority with the maintenance of the facilities and infrastructure of the former Naval Base Treasure Island (which includes the portions of both Treasure Island and Yerba Buena Island owned by the Navy) on behalf of the Navy while the Authority and the Navy negotiate the conveyance of the former Navy base (TI). The CA establishes six categories of activities, or functions, which the Authority will perform for the Navy, as well as a budget for each, as summarized in Table 1, "Cooperative Agreement Services". Additionally, the Authority has leased from the Navy various TI buildings and facilities for interim uses during the negotiation period. The expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority established Index Code 210029 to account for the services it performs which are potentially reimbursable for the period October 1, 1999, through September 30, 2000. The Authority may incur expenses which are greater than the amounts shown in Table 3, CA Invoice Schedule, however, the Navy will not reimburse the Authority for amounts greater than shown in Table 3.

Expenses not reimbursable under the CA will be charged to other Index Codes based on the location and activities the Authority is authorized to undertake through its leases with the Navy. These Index Codes are summarized in Table 2, "Treasure Island Development Authority Budget Summary by Index Code". Note that the expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority will bill the Navy monthly for expenses incurred under the Cooperative Agreement. For all functions the Authority will bill at the rate of 1/12 of the agreed maximum annual expense and summarized in Table 3.

Table 1: COOPERATIVE AGREEMENT SERVICES		
Functional Annex	Description	Index Code 210011 Budget
1	Public Safety (Police, Fire, Security, Emergency Medical)	\$325,000.00
2	Telephone Cable Maintenance	\$50,000.00
3	Grounds Maintenance	\$250,000.00
4	Building and Roads Maintenance Services	\$1,213,000.00
5	CA & Personal Property Management	\$500,000.00
6	Utility Services & Maintenance	\$162,000.00
	TOTAL	\$2,500,000

Table 2: TIDA BUDGET SUMMARY BY INDEX CODE		
Index Code	Description	Budget
210009	Treasure Island Administration	\$3,425,758
210016	Treasure Island Special Events	\$154,199
210017	Yerba Buena Island Special Events	\$30,250
210018	TI Film Studio & Commercials Rentals	\$174,955
210019	TI Film Permits	\$0
210020	YBI Film Permits	\$0
210021	TI Marina	\$95,300
210022	TI Housing	\$0
210023	YBI Housing	\$0
210010	Federal OEA & EDA Grants	\$0
210011	TIDA/Navy Cooperative Agreement	\$2,500,000
210012	State of California Grants	\$0
	TOTAL	\$6,380,462

Table 3: CA INVOICE SCHEDULE		
Functional Annex	Annual Budget	Monthly Invoice
1-Public Safety	\$325,000.00	\$27,083.33
2-Telephone Cable Maintenance	\$50,000.00	\$4,167.00
3-Grounds Maintenance	\$250,000.00	\$20,833.00
4- Building and Roads Maintenance Services	\$1,213,000.00	\$101,083.00
5-CA & Personal Property Management	\$500,000.00	\$41,667.00
6-Utility Services	\$162,000.00	\$13,500.00
TOTAL	\$2,500,000	\$208,333.33

PERSONAL PROPERTY MANAGEMENT PLAN

The Treasure Island Development Authority (TIDA) Project office will provide property management services in a cooperative effort with the CSO until the ultimate conveyance of all property to the City.

A master list of all property issued for re-use and property issued to the caretaker for support of the Cooperative Agreement shall be maintained by the TIDA Project Office in both hard copy and electronic form. The TIDA Project Office will make weekly backups of its data bases.

Property will be requested on a standard form from a City department. The request will flow through the Facilities Manager, the TIDA Executive Director, and the CSO. The Facilities Manager will distribute the property if the request is approved at each level.

The control, inventory, accountability and responsibility to maintain the assigned property shall be the responsibility of the department receiving the property. The receiving department shall be responsible for maintaining the property to City department standards. All City departments that receive property shall maintain it in proper working order for its expected life. All vehicles and equipment received will be surveyed annually and their condition report forwarded to the Facilities Manager and CSO. All surplus property will be disposed of in timely fashion in a way that meets with the CSO's approval. The City Departments shall be responsible for the disposal of property assigned to them.

Technical Exhibit 1-1
Public Safety (Fire Protection and Emergency Services)
Documentation
RECORD KEEPING SERVICES

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a. Fire prevention records, documentation, instructions, reference and training materials.
- a. Fire suppression records, documentation, instructions, reference and training materials.
- a. Hazardous materials records, documentation, instructions, reference and training materials.
- a. Emergency/Medical services records, documentation, instructions, reference and training materials.
- a. Fire alarm maintenance records, documentation, instructions, and reference materials.
- a. Fire Department communications equipment maintenance records, documentation, instructions, and reference materials.
- a. Water system maintenance records, instructions and reference materials.
- a. Vehicle maintenance records, instructions, and reference materials.
- a. Fire fighting equipment maintenance records, instructions, reference and training materials.
- a. Disaster preparedness records, documentation, instructions, reference and training materials.
- a. Training records and documentation.
- a. Response records and documentation.
- a. Utility back-up systems records, documentation, instructions, reference and training materials.
- a. Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

Technical Exhibit 1-2
Public Safety (Police and Security Services)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 1-3
Public Safety (Fire Department)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 2-1
Telephone Cable Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 3-1
Grounds Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-1
Building Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-2
Roads Maintenance Services

Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-1 Personal Property Management Services Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-2 Cooperative Agreement Management Services Government Furnished Property

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-1 Utilities Services Government Furnished Property/Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function.

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2 Electrical Power Services List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2 Water Services List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.





AGENDA ITEM 12
Treasure Island Development Authority
City and County of San Francisco

Subject: Resolution accepting marine-related personal property from the US Navy.

Agenda Item: 12

Contact Person/Phone: Marianne Conarroe
(415) 274-0660

Meeting Date: October 20, 1999

SUMMARY OF PROPOSED ACTION:

This resolution authorizes the Authority to accept property at no cost from the United States Navy's Morale, Welfare and Recreation Department. Under applicable federal base closure regulations, the property is deemed transferred to the Authority at no cost because it had been considered excess by the Navy for more than two years.

BACKGROUND

Among other items listed in Exhibit A, this resolution accepts five 124 foot barges, and nine sailboats, and other related equipment. The barges have been a monetary resource to the Project Office. They are often rented to tug companies for the transport of numerous items such materials for shoreline job sites, drinking water to ships that are on occasion anchored on San Francisco Bay, or for the transport and display of fireworks show on the Bay. The sailboats may be transferred to the Delancey Street Life Learning Academy, as provided in Agenda Item 13 below.

The remaining items listed in Exhibit A have been and continue to be kept in storage on the island and will made available when the Authority is prepared to dispose or distribute the property in an efficient method.

RECOMMENDATION

The Mayor's Project Office seeks the approval of the Authority on Agenda Item 12.

ATTACHMENTS

1. Exhibit A

FILE NO. _____

RESOLUTION NO. _____

1 [Acceptance of Transfer of personal property from the Navy]
2 ACCEPTING NO-COST TRANSFER OF CERTAIN PERSONAL PROPERTY RELATED TO
3 THE USE AND OPERATION OF FORMER NAVAL STATION TREASURE ISLAND FROM
4 THE UNITED STATES NAVY.

5 WHEREAS, On May 2, 1997, the Board of Supervisors passed
6 Resolution No. 380-97, authorizing the Mayor's Treasure Island
7 Project Office to establish a nonprofit public benefit corporation
8 known as the Treasure Island Development Authority (the "Authority")
9 to act as a single entity focused on the planning, redevelopment,
10 reconstruction, rehabilitation, reuse and conversion of former naval
11 station Treasure Island (the "Base") for the public interest,
12 convenience, welfare and common benefit of the inhabitants of the
13 City and County of San Francisco; and,

14 WHEREAS, Under the Treasure Island Conversion Act of 1997,
15 which amended Section 33492.5 of the California Health and Safety
16 Code and added Section 2.1 to Chapter 1333 of the Statutes of 1966
17 (the "Act"), the California legislature (i) designated the Authority
18 as a redevelopment agency under California redevelopment law with
19 authority over the Base upon approval of the City's Board of
20 Supervisors, and, (ii) with respect to those portions of the Base
21 which are subject to the Tidelands Trust, vested in the Authority the
22 authority to administer the public trust for commerce, navigation and
23 fisheries as to such property; and

24 WHEREAS, Under the Act and the Authority's Articles of
25 Incorporation and Bylaws, the Authority, acting by and through its
Board of Directors has the power, subject to applicable laws, to

1 accept transfers of personal and real property related to the reuse
2 of the Base; and

3 WHEREAS, Under applicable federal base closure regulations,
4 certain personal property, described in Exhibit A attached hereto
5 (the "Personal Property"), has been considered excess by the Navy's
6 Morale, Welfare and Recreation Division for a period in excess of two
7 years, and thus, can be transferred to the Authority as the Local
8 Reuse Authority for the Base at no cost; now, therefore, be it

9 RESOLVED, That the Authority hereby accepts the transfer of
10 the Personal Property from the Navy.

11
12 CERTIFICATE OF SECRETARY

13 I hereby certify that I am the duly elected and acting Secretary of
14 the Treasure Island Development Authority, a California nonprofit public
15 benefit corporation, and that the above Resolution was duly adopted and
16 approved by the Board of Directors of the Authority at a properly noticed
17 meeting on October 20, 1999.

18
19 _____
20 John Elberling, Secretary
21
22
23
24
25

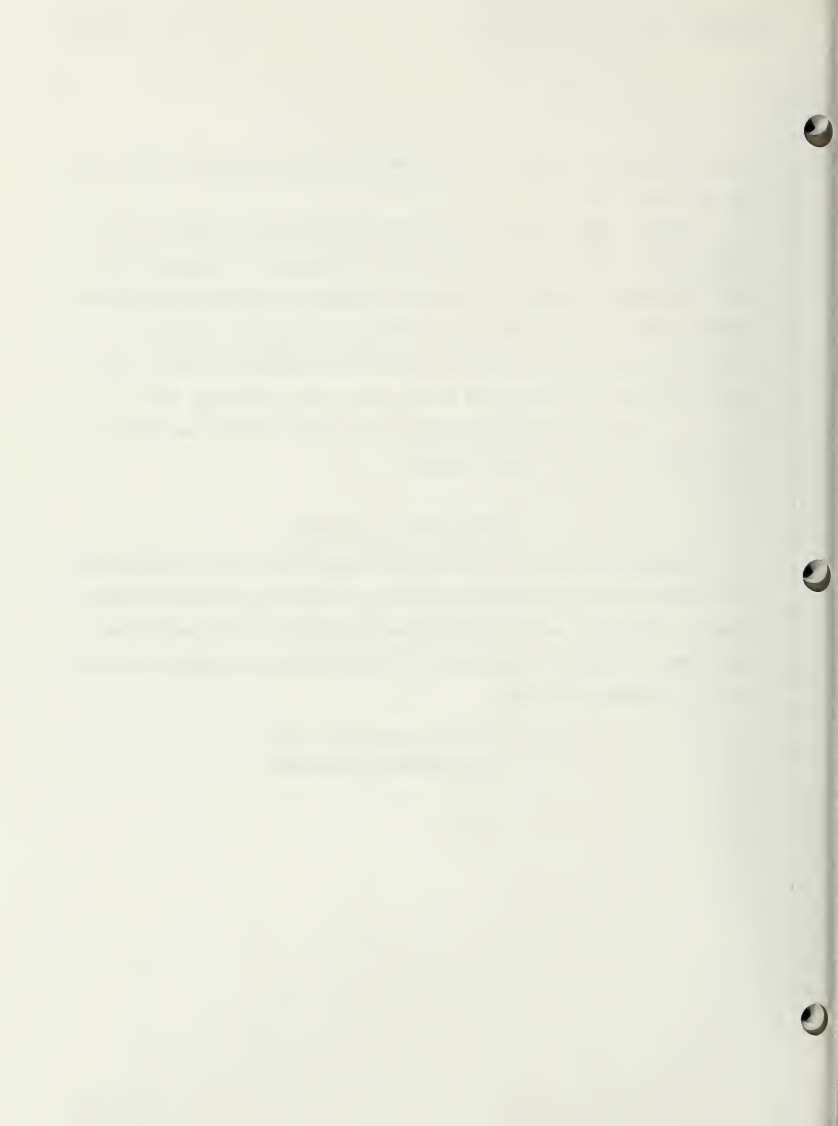


Exhibit A

1. Letter from LCDR Gough dated 9/24/99
2. Requisition and Invoice / Shipping Document, dated 4/15/97 for the transfer of five barges (Open Lighter)
3. Requisition and Invoice / Shipping Document, dated 8/01/97 for the transfer of marine related personal property.
4. List of marine related personal property.



DEPARTMENT OF THE NAVY

ENGINEERING FIELD ACTIVITY, WEST
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-5006

IN REPLY REFER TO:

11250
64CTI/Ser 00179
September 24, 1999

San Francisco Mayor's Office
Treasure Island Project
410 Palm Ave. Bldg. 1, Room 237
Treasure Island
San Francisco, CA 94130

Dear Ms. Conroy:

Recently your staff and I have researched the ex-Navy boats that were transferred to your office in 1997. Attached are two DD 1149 copies of the boats transferred during the Operational Closure process.

According to the research I have done these boats were considered excess, either through our Morale, Welfare and Recreation (MWR) Department or through the Personal Property Division of the Supply Department. Therefore, since the two year timeframe for transfer of property has expired, as referenced by the Base Reuse and Implementation Manual (Chapter 4) and 40 U.S.C., Sections 483 and 484, this property is hereby fully transferred to the Treasure Island Development Authority.

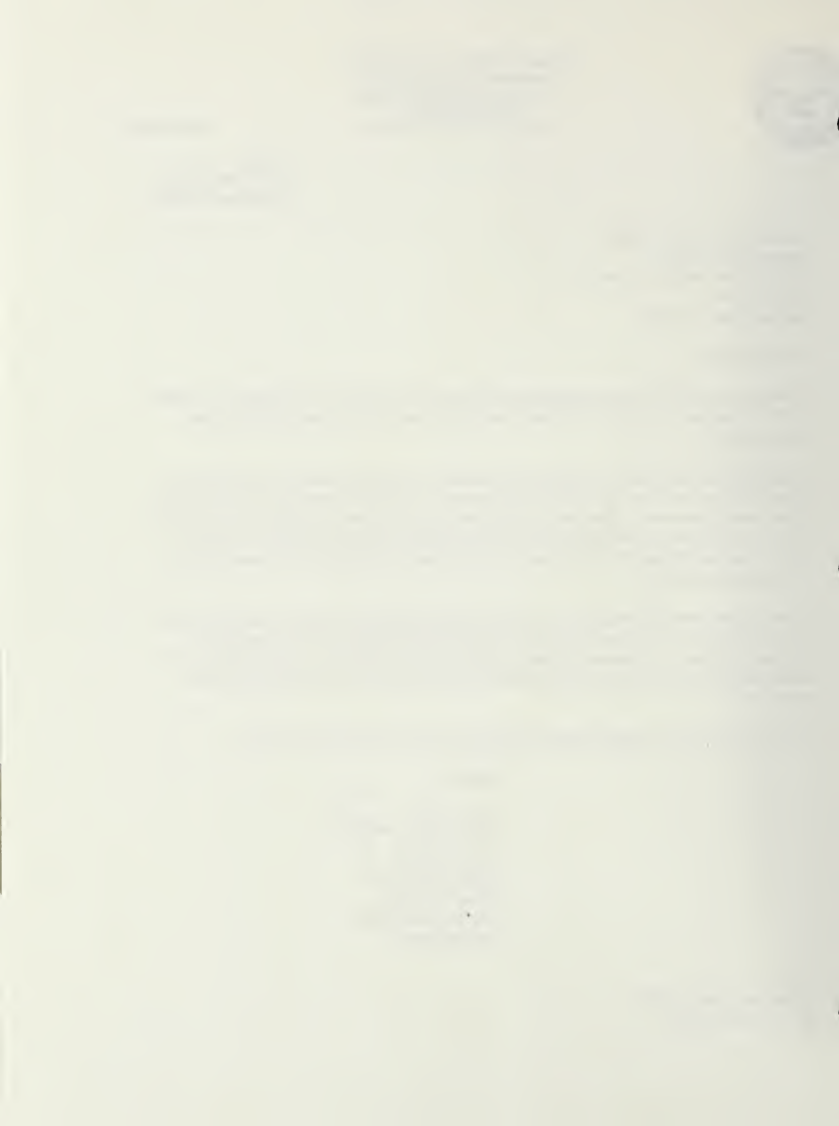
I know of your recent contracting with Alamar Marinas and Concept Marine to effect a better and more efficient operation of the former Treasure Island Marina, and want to assist by allowing you to move, dispose of, donate or sell the former MWR boats. This letter serves to inform you that these boats now belong to the City and County of San Francisco for their disposition.

If you should have any questions, please feel free to contact me at (415)743-4720.

Sincerely,

M. J. GOUGH
LCDR, CEC, USN
Officer in Charge
Caretaker Site Office
Treasure Island

Copy to:
TI Marina (Shirley/Keith)
Ms. Conarroe (TIDA)



REQUISITION AND INVOICE / SHIPPING DOCUMENT

Form approved
Under No. 91-0141

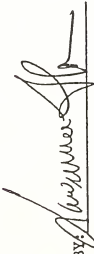
Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Avenue, Suite 1204, Washington, DC 20540-6001, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0146), Washington, DC 20503.

1 FROM: (Include ZIP Code) BASE CLOSURE OFFICE (CODE 70) NAVAL STATION TREASURE ISLAND SAN FRANCISCO CA 94130-0410		SHEET NO. 1 NO. OF SHEETS 1		5. REQUESTION DATE 97APR15		6. REQUESTION NUMBER		7. DATE MATERIAL REQUIRED (YYMMDD) 97APR15		8. PRIORITY	
2 TO: (Include ZIP Code) LOCAL REUSE AUTHORITY CITY MAYOR OF SAN FRANCISCO BLDG 1 TREASURE ISLAND SAN FRANCISCO CA 94130-0410		3. AUTHORITY OR PURPOSE		10. SIGNATURE S. PETRE ENS. SC. USN		11. VOUCHER NUMBER & DATE (YYMMDD) 12 DATE SHIPPED (YYMMDD)		13. MODE OF SHIPMENT		14. BILL OF LADING NUMBER	
3 SHIP TO - MARK FOR LOCAL REUSE AUTHORITY CITY MAYOR OF SAN FRANCISCO BLDG 1 TREASURE ISLAND SAN FRANCISCO CA 94130-0410 ATTN: LARRY FLORIN		4. APPROPRIATIONS SYMBOL AND SUBHEAD *****MEMORANDUM FOR TRANSFER OF CUSTODY ONLY*****		15. AIR MOVEMENT DESIGNATOR ON PORT REFERENCE NO		16. REQUESTION NUMBER		17. DATE MATERIAL REQUIRED (YYMMDD)		18. PRIORITY	
4. APPROPRIATIONS SYMBOL AND SUBHEAD *****MEMORANDUM FOR TRANSFER OF CUSTODY ONLY*****		5. SUB-LOT		6. CONT. NO.		7. AUTHORIZATION ACTG ACTIVITY		8. TRANS. TYPE		9. PROPERTY ACTG ACTIVITY	
FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIALS AND/OR SERVICES (10)		UNIT OF ISSUE (10)		QUANTITY REQUESTED (10)		SUPPLY ACTION (10)		TYPE CONTAINER NOS. (10)		COM-TAINER NOS. (10)	
1 YC-699/ OPEN LIGHTER		EA		01							
2 YC-713/ OPEN LIGHTER		EA		01							
3 YC-756/ OPEN LIGHTER		EA		01							
4 YC-823/ OPEN LIGHTER		EA		01							
5 YC-825/ OPEN LIGHTER		EA		01							
RECEIVED BY: <i>Barbara</i> DATE: 4/10/97		17. SPECIAL HANDLING		18. CONTAINERS RECEIVED (10)		19. DATE (YYMMDD)		20. BY		21. SHEET TOTAL	
16. TRANSPORTATION VIA MATS OR MATS CHARGEABLE TO		TOTAL CONTAINERS		TOTAL WEIGHT		TOTAL COB		TOTAL COB		TOTAL COB	
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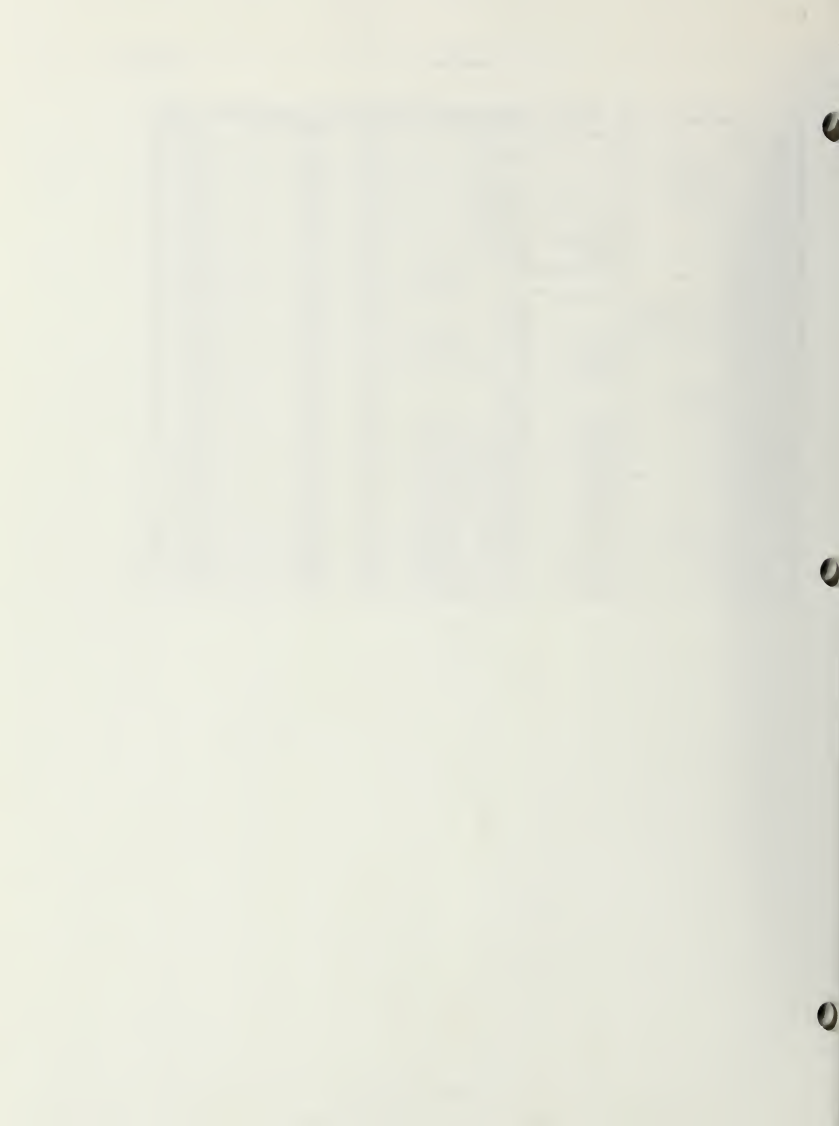
REQUISITION AND INVOICE / SHIPPING DOCUMENT

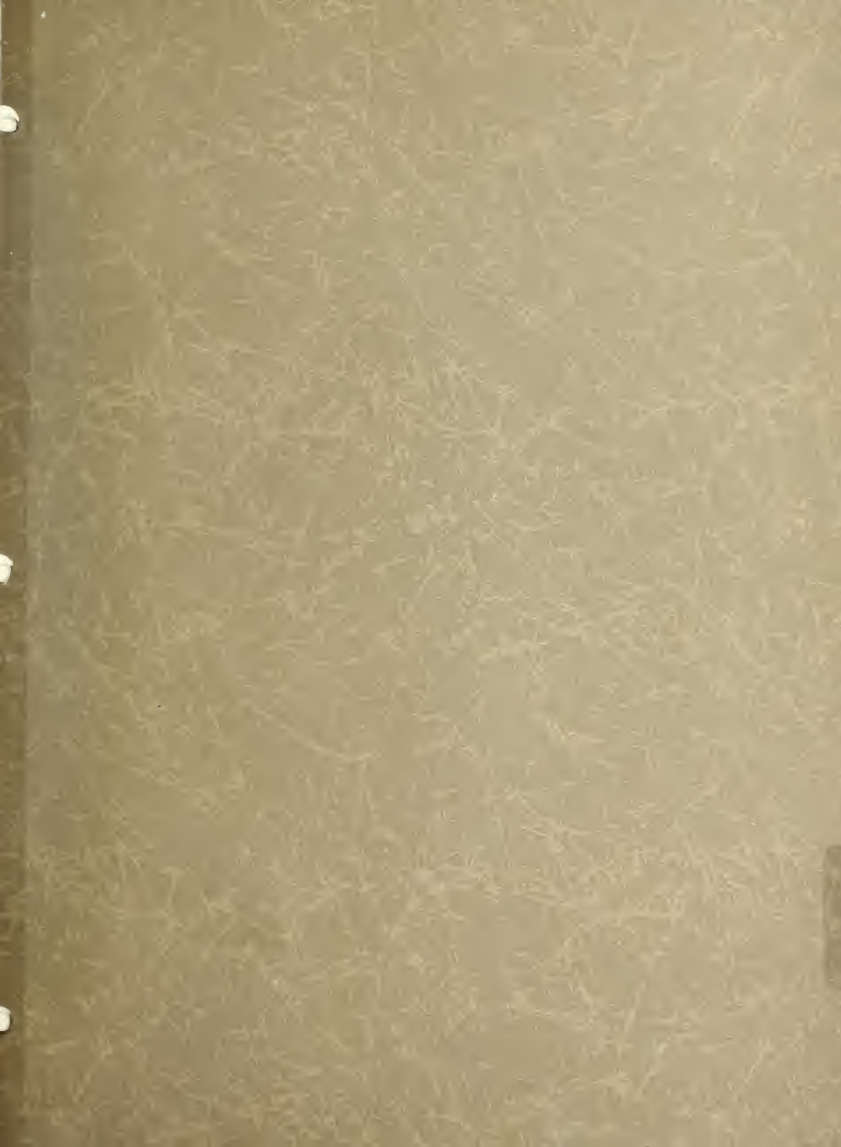
Form Approved
OMB No. 0704-0146
Expires Oct 31, 1991

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1. FROM: (Include ZIP Code) BASE CLOSURE OFFICE				SHEET NO. 1		NO OF SHEETS 2		3. REQUISITION DATE 97AUG01		6. REQUISITION NUMBER											
NAVAL STATION TREASURE ISLAND				7. DATE MATERIAL REQUIRED (YYMMDD)		8. PRIORITY															
SAN FRANCISCO CA 94130-0410																					
2. TO: (Include ZIP Code) LOCAL REUSE AUTHORITY				9. AUTHORITY OR PURPOSE																	
CITY MAYOR OF SAN FRANCISCO				11a. VOUCHER NUMBER & DATE (YYMMDD)																	
BLDG 1 TREASURE ISLAND				b.																	
SAN FRANCISCO CA 94130-0001				12. DATE SHIPPED (YYMMDD)																	
3. SHIP TO - MARK FOR LOCAL REUSE AUTHORITY				13. MODE OF SHIPMENT																	
CITY MAYOR OF SAN FRANCISCO				14. BILL OF LADING NUMBER																	
BLDG 1 TREASURE ISLAND																					
SAN FRANCISCO CA 94130-0001				15. AIR MOVEMENT DESIGNATION OR PORT REFERENCE NO.																	
ATTN: LARRY FLORIN																					
4. APPROPRIATIONS SYMBOL AND SUBHEAD				OBJ CL		BUR CONT NO		SUBAL LDT		AUTORIZATION ACTG ACTIVITY		TRANS TYPE		PROPERTY ACTG ACTIVITY		COMB. INV.		COST CODE		AMOUNT	
MEMORANDUM FOR TRANSFER OF CUSTODY ONLY																					
ITEM NO		FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIAL AND/OR SERVICES		UNIT ISSUE		QUANTITY REQUESTED		SUPPLY ACTION		TYPE TAINER NOS.		CON- TAINER NOS.		UNIT PRICE		TOTAL COST					
(a)		(b)		(c)		(d)		(e)		(f)		(g)		(h)		(i)					
SEE ATTACHED LIST.																					
RECEIVED BY:  DATE: 7/24/97																					
16. TRANSPORTATION VIA MAIL OR MATS CHARGEABLE TO																		17. SPECIAL HANDLING			
18. ISSUED BY		TOTAL CON. TAINERS		TYPE TAINERS		DESCRIPTION		TOTAL WEIGHT		TOTAL CUBE		19. CONTAINERS RECEIVED EXCEPT AS NOTED		DATE (YYMMDD)		BY		SHEET TOTAL			
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trash container	lawson/the witt	T.U.R.F. W		10	489	P	2	764	118
BOOK SHELF				20	1	P	1	3007	118
SAILBOAT 19' RHOADS		CF0841XF		200	496	P	1	7847	118
COMPUTER CHAIR	UNK			125	450	P	2	14797	118
SAILBOAT 19' RHOADS		CF0898XF		200	496	P	1	7848	118
POWER BOAT 30'	CHRIS CRAFT	SLIP D-20		2500	496	P	1	8288	118
SAILBOAT 25'	O'DAY	SLIP A-05		500	496	P	1	8289	118
POWER BOAT 21'	BOSTON WHAL	UNDER HOI		750	496	P	1	8290	118
SAILBOAT 22'	CAPARI	SIDE TIE		500	496	P	1	8291	118
POWER BOAT 17'	BOSTON WHAL	APF	CF1495	1000	496	P	2	22376	118
WIND SURFER	1		NAF 26	350	496	P	2	22304	118
BOAT TRAILER	CLALKINS	APF		100	496	P	1	22355	118
CUSTOMER SERVICE COUNT		APF		300	496	P	1	22357	118
DOUBLE DOOR METAL CABIN		APF		75	496	P	1	22359	118
MOTOR 8 HP	MERCURY	APF	0B1049	742	496	P	1	22372	118
SAILBOAT 22'	CAPARI	SLIP A-09	CF1881	2000	496	P	1	22289	118
WOOD TABLE	3 SHELVES			10	260	P	1	20087	118
STAND UP LOCKER		APF		50	496	P	1	22379	118
STAND UP LOCKER 2 DR		APF		100	496	P	1	22380	118
MOTOR 50 HP	MERCURY	APF	457865	600	496	P	1	22368	118
SAILBOAT 22'	CAPARI	SLIP A-01	CF1874	2000	496	P	1	22292	118
SAILBOAT 22'	CATALINA	WEST GAT	CF1879	2000	496	P	2	22290	118
SAILBOAT 19'	RHODES	SLIP D-01	CF0720	1200	496	P	1	22286	118
SAILBOAT 19'	RHODES	WEST GAT	CF1464	1200	496	P	1	22285	118
SAILBOAT 19'	RHODES	WEST GAT	CF1092	1200	496	P	1	22284	118
SAILBOAT 19'	RHODES	SIDE TIE	CF0877	1200	496	P	1	22283	118
SAIL BOAT 27' CATALINA	CATALINA	SIDE TIE	CF1876	1500	496	P	1	22282	118
sail boat catalina 27'	catalina	SLIP A-03	cf1878x	1500	496	P	1	22281	118
POWER BOAT 22'	BAYLINER	SLIP A-07	CF1569	2500	496	P	1	22262	118
25 HP MOTOR	JOHNSON		E00001	750	496	P	2	22178	118
SAILBOAT 22'	CAPARI	SLIP A-17	CF1877	2000	496	P	1	22291	118





AGENDA ITEM 13
Treasure Island Development Authority
City and County of San Francisco

Subject: Resolution transferring of nine former
US Navy sailing boats to Delancey Street.

Agenda Item: 13

Contact Person/Phone: Marianne Conarroe
(415) 274-0660

Meeting Date: October 20, 1999

SUMMARY OF PROPOSED ACTION:

Approval of this resolution would allow the transfer of certain vessels from the Authority to Delancey Street Foundation's Life Learning Academy on Treasure Island.

BACKGROUND

Among the property transferred by the US Navy under Agenda Item 12 above, nine former Navy sailboats that consist of five 22-foot Capri sailboats, one 25-foot sailboat, two 27-foot sailboats and one 30-foot motor boat.

The sailboats were originally offered to the Treasure Island Homeless Development Initiative (TIHDI), which decided it did not have any practical use for the property. As you know, the Delancey Street Foundation operates the Life Learning Academy on Treasure Island for disadvantaged San Franciscan youth. Its program includes the participation of several students in a youth-sailing instruction program. The Life Learning Academy would like to make use of the vessels to supplement the sailing instruction program as offered through the San Francisco Sailing Center Foundation.

The nine vessels would be transferred to Delancey Street Foundation under an Agreement that provides, among other things, that the sailboats are being transferred in their "AS IS WITH NO FAULTS" condition, and without representation or warranty of any kind.

RECOMMENDATION

The Mayor's Treasure Island Project Office seeks the approval of the Authority on this item.

ATTACHMENTS

1. Exhibit A - Transfer Agreement
2. Exhibit B - Description of boats

FILE NO. _____

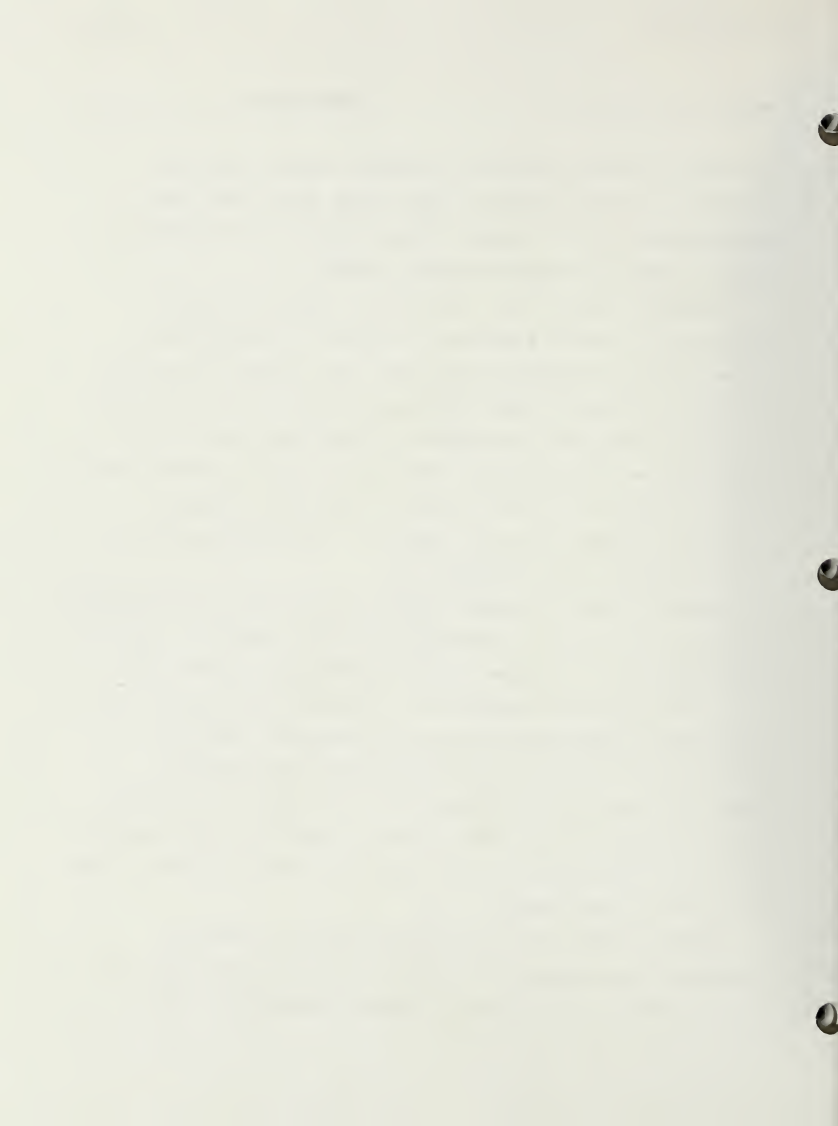
RESOLUTION NO. _____

1 [Transfer of personal property to Delancey Street Foundation]
2 APPROVING A NO-COST TRANSFER OF NINE FORMER UNITED STATES NAVY
3 SAILING VESSELS TO THE DELANCEY STREET FOUNDATION FOR USE WITH
4 DELANCEY STREET LIFE LEARNING ACADEMY PROGRAM.

5 WHEREAS, On May 2, 1997, the Board of Supervisors passed
6 Resolution No. 380-97, authorizing the Mayor's Treasure Island
7 Project Office to establish a nonprofit public benefit corporation
8 known as the Treasure Island Development Authority (the "Authority")
9 to act as a single entity focused on the planning, redevelopment,
10 reconstruction, rehabilitation, reuse and conversion of former naval
11 station Treasure Island (the "Base") for the public interest,
12 convenience, welfare and common benefit of the inhabitants of the
13 City and County of San Francisco; and,

14 WHEREAS, Under the Treasure Island Conversion Act of 1997, which
15 amended Section 33492.5 of the California Health and Safety Code and
16 added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the
17 "Act"), the California legislature (i) designated the Authority as a
18 redevelopment agency under California redevelopment law with
19 authority over the Base upon approval of the City's Board of
20 Supervisors, and, (ii) with respect to those portions of the Base
21 which are subject to the Tidelands Trust, vested in the Authority the
22 authority to administer the public trust for commerce, navigation and
23 fisheries as to such property; and

24 WHEREAS, Under the Act and the Authority's Articles of
25 Incorporation and Bylaws, the Authority, acting by and through its
Board of Directors has the power, subject to applicable laws, to



1 transfer personal and real property related to the reuse of the Base;
2 and

3 WHEREAS, Under applicable federal base closure regulations, the
4 United States Navy transferred certain certain personal property,
5 that had been considered excess by the Navy's Morale, Welfare and
6 Recreation Division to the Authority at no cost; and,

7 WHEREAS, the Authority first offered such personal property to
8 the Treasure Island Homeless Development Initiative ("TIHDI"), but
9 TIHDI declined because it had no practical use for the property; and,

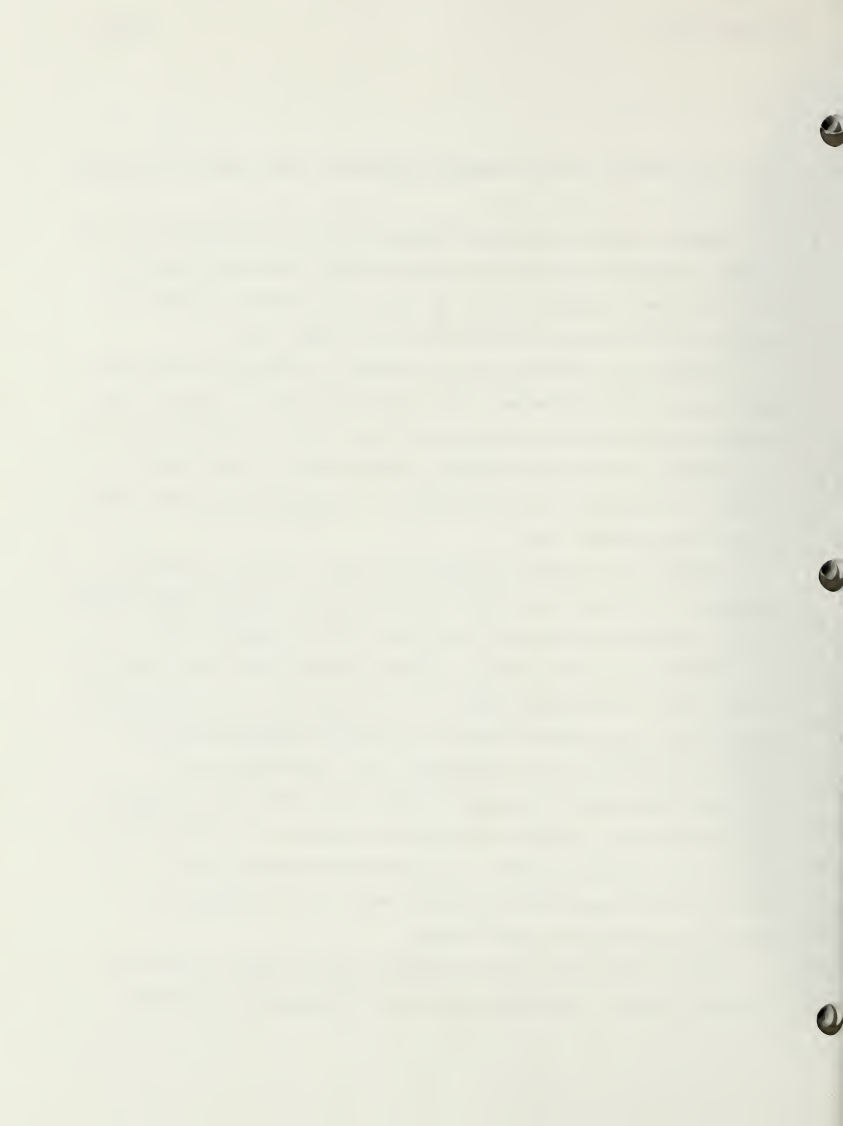
10 WHEREAS, Among that personnel property are nine (9) sailing
11 vessels, as more particularly described on Exhibit A attached hereto
12 [the "Surplus Boats"]; and,

13 WHEREAS, the Delancey Street Foundation ("Delancey Street")
14 operates a Life-Learning Academy on the Base for disadvantaged youth,
15 which includes participation in a youth-sailing program; and,

16 WHEREAS, the Authority and Delancey Street wish to transfer the
17 Surplus Boats to Delancey Street at no cost subject to the terms and
18 conditions of the personal property Transfer Agreement attached
19 hereto as Exhibit A [the "Agreement"]; now, therefore, be it

20 RESOLVED, That the Authority hereby finds that the transfer of
21 the Surplus Boats to Delancey Street at no cost is in furtherance of
22 a legitimate public purpose, and approves the Agreement and
23 authorizes the Executive Director to enter into the Agreement on
24 behalf of the Authority; and, be it

25 FURTHER RESOLVED, That the Authority authorizes the Executive
Director to enter into modifications to the Agreement (including,



1 without limitation, the attachment of exhibits) that are in the best
2 interests of the Authority and the City, do not materially change the
3 terms of the Agreement, and are necessary and advisable to effectuate
4 the purpose and intent of this resolution.

5
6 CERTIFICATE OF SECRETARY

7 I hereby certify that I am the duly elected and acting Secretary of
8 the Treasure Island Development Authority, a California nonprofit public
9 benefit corporation, and that the above Resolution was duly adopted and
10 approved by the Board of Directors of the Authority at a properly noticed
11 meeting on October 20, 1999.

12 _____
13 John Elberling, Secretary
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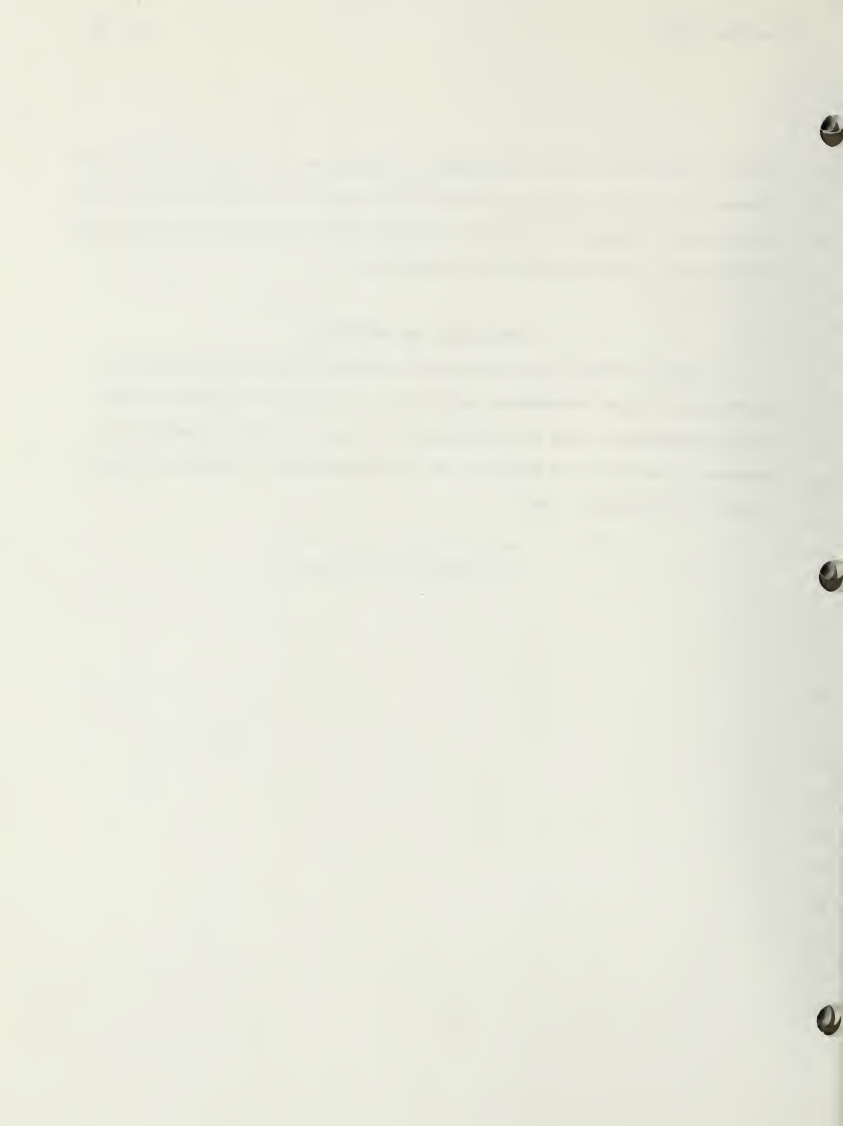


Exhibit A

Transfer Agreement

PERSONAL PROPERTY TRANSFER AGREEMENT

This Personal Property Transfer Agreement (this "Agreement") is made as of this 20th day of October, 1999, with reference to the following facts:

WHEREAS, The Treasure Island Development Authority, a non-profit, public benefit corporation (the "Authority") is the Local Reuse Authority for the conversion of former Naval Station Treasure Island (the "Base"); and,

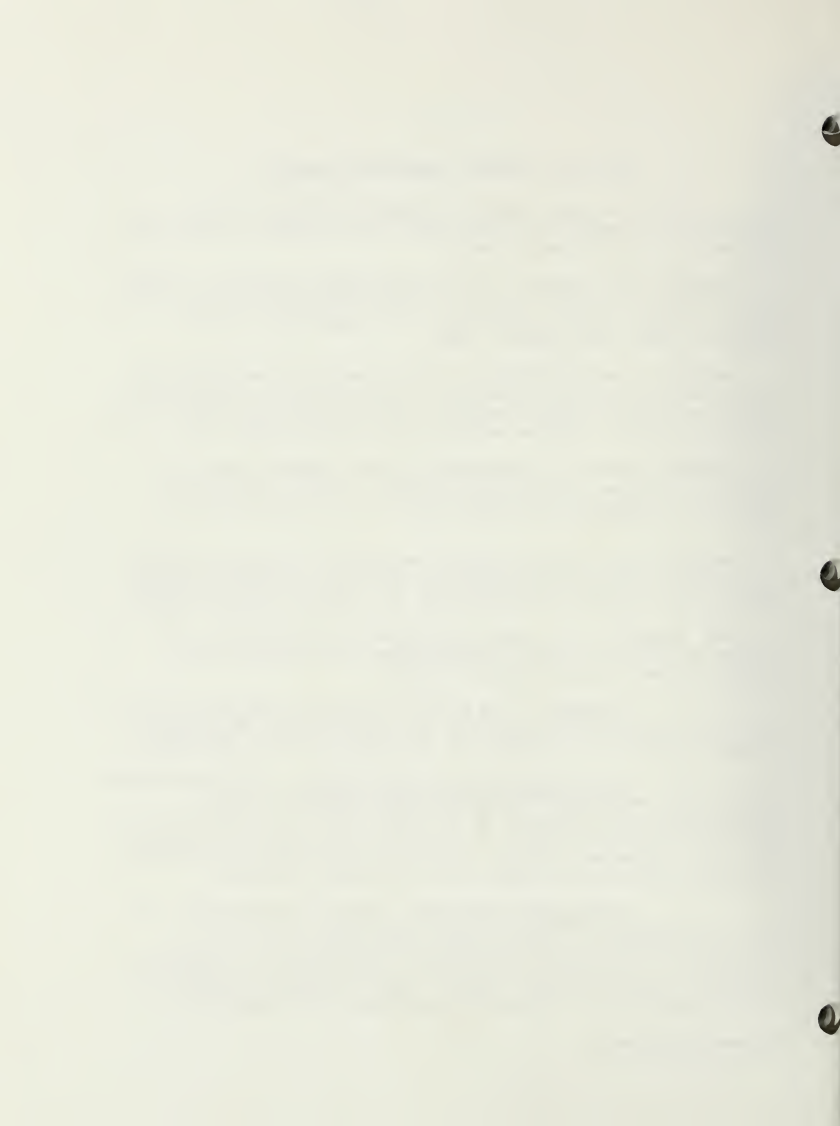
WHEREAS, Under applicable federal base closure regulations the United States Navy transferred certain personal property to the Authority at no cost because it had been considered excess by the Navy's Morale, Welfare and Recreation Department; and,

WHEREAS, Among the personnel property transferred to the Authority are nine (9) sailing vessels, as more particularly described on Exhibit A attached hereto (the "Surplus Boats"); and,

WHEREAS, the Delancey Street Foundation ("Delancey Street") operates a Life-Learning Academy on the Base for disadvantaged youth, which includes participation in a youth-sailing program.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and Delancey Street hereby agree as follows:

1. Transfer. The Authority hereby transfers all of its right, title and interest in the Surplus Boats to Delancey Street, subject to the terms and conditions of this Agreement.
2. As Is Condition of Surplus Boats. Delancey Street acknowledges and agrees that the Surplus Boats are being transferred to and accepted by Delancey Street in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.
3. Compliance with Laws. Delancey Street shall, at its sole expense, use and maintain the Surplus Boats in compliance with and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with applicable



jurisdiction whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning use of the Surplus Boats ("Laws").

4. Wavier and Release. Delancey Street, on behalf of itself and its agents, employees, and invitees, agrees that neither the Authority nor the Navy shall be responsible for or liable to Delancey Street for, and, to the fullest extent allowed by any Laws, Delancey Street hereby waives all rights against the Authority and the Navy and releases them from, any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") relating to the Surplus Boats.

5. Indemnification. Delancey Street, on behalf of itself and its agents, employees, and invitees, shall indemnify and hold harmless the Authority from and against any and all Losses arising out Delancey Street's use or ownership of the Surplus Boats.

6. Use. Delancey Street hereby represents and warrants to Authority that the Surplus Boats shall be used by Delancey Street in connection with its Life Learning Academy.

Delancey Street Foundation
a 501(c)(3) non-profit corporation

By: _____
Its: _____

**Treasure Island Development
Authority**

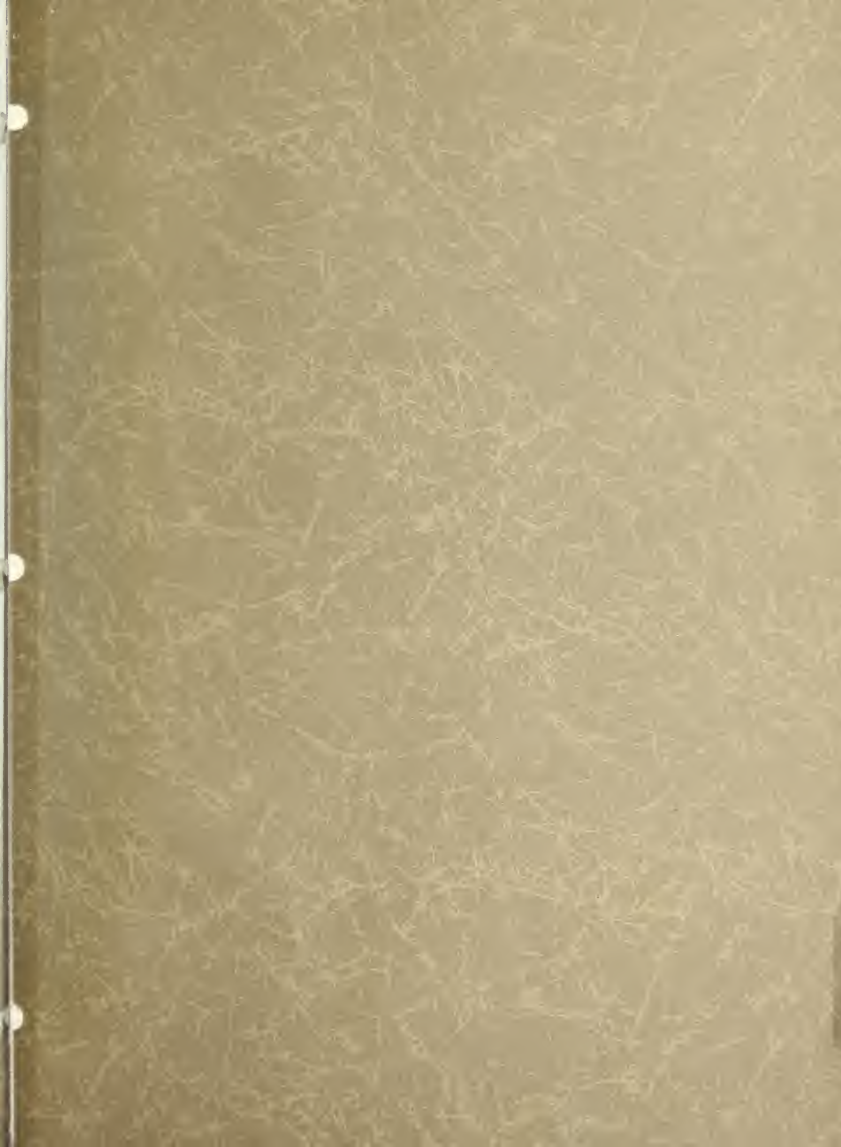
By: _____
Its: Executive Director

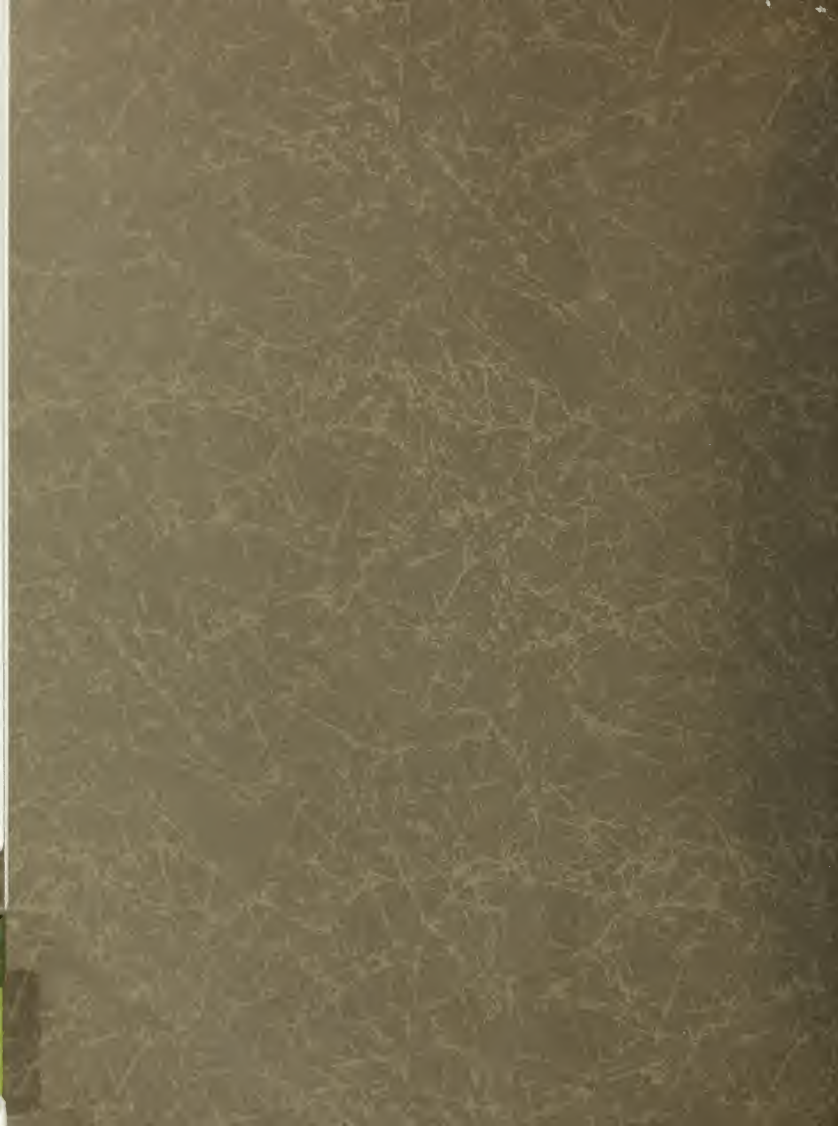
Approved as to Form:

Deputy City Attorney

Exhibit B
Description of Boats

CF #	Description of Vessel	LOA
1881 XF	Catalina Capri	22ft
1879 XF	Catalina Capri	22ft
1877 XF	Catalina Capri	22ft
1874 XF	Catalina Capri	22ft
1851 XF	Catalina Capri	22ft
1232 XF	O'Day	25ft
1878 XF	Catalina /McEwen	27ft
1876 XF	Catalina /Stancliff	27ft
2296 XF	Chris Craft/Logos	30ft





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10/20/99

Special

Approved

**Treasure Island Development Authority
Minutes of October 20, 1999 Special Meeting**

Approved
10/20/99

1. Call to Order: 1:05 p.m. in Room 416,
City Hall
2. Roll Call: Present: John Elberling, Vice Chair
William Fazande
James Morales (1:15)
Gerald Green (1:25)
Doug Wong (left 2:30)
Anne Halsted
Susan Po-Rufino

DOCUMENTS DEPT

NOV 19 1999

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3. Approval of Minutes:
The minutes of both August 18, 1999 and September 8, 1999 were approved.
4. Communications
The Commission Secretary reported there were none.
6. Executive Director's Report

- Report on access to Treasure Island including public use last month- Ms. Conroy reported on the success of the TIHDI picnic on October 9th, as well as the second annual Alzheimer's Society Memory Walk, the weekly Flea Market and Fleet Week activities
- Status of environmental clean up- Martha Walters reported that she is finishing an environmental binder for Treasure Island residents
- Report on ambulance service- Ms. Conroy reported that the ambulance stationed on TI has been staffed by the SFPD with two firefighters who have BLS (Basic Life Support) certificates. Chief Rich Shortall of the SFPD testified that next spring the SFPD hoped to bring on fully certificated paramedics. Mr. Fazande asked about the adequacy of the number of BLS certified staff and Chief Shortall responded that the key element is quick response rather than relying on waiting for help to come from the mainland.
- Report on no-cost EDC- Stephen Proud announced that the Department of Defense sponsored legislation enabling a no-cost economic development conveyance had been signed by the President. It is favorable to the Authority because it eliminates discussions about fair market value and that it contains provisions that for seven years proceeds from economic development can be retained on-island if they are reinvested in redevelopment or island infrastructure.

Mr. Elberling asked if we have teamed-up with other closed bases in the Bay Area and Mr. Proud responded affirmatively. He added that Congresswoman Pelosi asked the Mayor if she could be helpful in the conveyance process.

- Report on status of reopening the museum- Ms. Conroy described the background of the Navy's agreement with San Francisco Airport with respect to the collection and described Mr. Mahoney's efforts with respect to obtaining estimates for needed seismic repairs, building system upgrades and ADA compliance. She also noted that the Project Office is considering including Building 1 in a possible upcoming RFP for a master developer.

- Report on short-term leases- Ms. Conroy reported that Island Creative Enterprises, an excellent lessee is leasing on a month-to-month basis Building 99, Rex Liu is leasing the photo booth at the front gate for \$500 per month and the Academy of Art extended their one month lease for residential units in the 240 series until November 5th
- Report on San Francisco-Oakland Bay Bridge/Caltrans issues-Ms. Conroy stated that since she just returned from vacation that she will report more fully next month
- Report on TIHDI- Ms. Conroy reported that TIHDI projects were on-track.
- Report on legislation/hearings affecting Treasure Island-Ms. Conroy reported on the Board's Recreation and Parks hearing at which she testified that the Project Office is not in a financial position to fund restoration and maintenance of soccer and baseball fields which are in high demand. She is hopeful that with the help of consultants to the department that funds can be raised.

Mr. Elberling asked for a report on the October 6th Community meeting and Ms. Conroy responded that turnout was excellent and that the Project Office planned to convene such meeting monthly and invited all Authority members to attend. The next meeting will address Muni and other issues. Ms. Halsted added that she appreciated the experience to hear residents' sentiments.

Mr. Elberling asked if any events are planned to celebrate the millenium on TI and Ms. Conroy responded that she had been informed by the SFPD that no police are available for the weekend and consequently no events are planned.

Public Comment on Executive Director's Report:

Richard Kelly, President and Chair of the Treasure Island Docents stated that he came to the meeting to convey that 35 docents are ready and want to go back to work. They want to see the museum reopened and want to help. Ms. Conroy stated that the Project Office is looking at smaller buildings to house exhibits relating to the history of the island.

Carrie Dittman, TIHDI, thanked a long list of people for their help to TIHDI for the October 9th picnic.

Harlan VanWye, member of the RAB and owner of a boat in the Treasure Island marina, commented that the transition from former Harbormaster Marianne Conarroe to Almar's present harbormaster was excellent and complimented both parties.

7. Public Comment -There was none

8. Presentation by John Stewart Company on status of housing units on Treasure Island

Loren Sanborn, Vice President, John Stewart Company (JSC), stated that currently 208 housing units were occupied and that 10 more units would be occupied during the remaining part of October. Rehabilitation is on schedule with 40 to 50 new units available each month. Ms. Sanborn noted that JSC had exceeded TIHDI's hiring goals. She added that 109 units were occupied by San Francisco residents. She noted that some residents were outspoken with regard to future residents of TIHDI units and that the JSC had met with several of the people.

Ms. Sanborn noted that JSC had had 2000 applicants, had rejected 100 and had two appeals and both of those had been permitted to reside at TI. When asked about complaints, Ms. Sanborn responded that initially there were complaints about plumbing and that in terms of the application process, she had received a few complaints about the rigorous check for criminal records.

Mr. Morales inquired about a waiting list and Ms. Sanborn responded that there is no formal waiting list since the JSC can accommodate everyone who signs up. There is a small waiting list for 2 bedroom and view units.

Ms. Sanborn was asked to furnish the Authority with the number of City employees living in the units.

9. Presentation by Treasure Island Enterprises (TIE) of its development concept for Treasure Island marina

Development Director Stephen Proud stated that negotiations were proceeding with Treasure Island Enterprises (TIE) and that many meetings had occurred between TIE, Project Office staff, S.F. Planning Department and the EDC consultant team in an effort to integrate the marina plan into an overall strategy for development of Treasure Island.

Mr. Proud presented Dennis Henmi and Jeff Stahl of Kwan Henmi to present a conceptual plan for the marina.

Jeff Stahl presented a plan for the landside portion of the marina. The concept includes a 100' wide promenade (parallel to Clipper Cove) with a plaza at the end of Avenue D, lots of parking along the edge of the marina and at the eastern edge near future ferry terminal, a sailing school, two buildings of 10,000 and 11,000 square feet, a restaurant, snack bar and laundry. The plan does not include Building 180.

Dennis Henmi stated that the development in Clipper Cove is intended to open views along the promenade, and includes both a floating pier for large boats (up to 100') and a public access pier.

Mr. Elberling inquired about the process for reviewing and approving development. Mr. Proud responded that the plan presented is a conceptual plan which is the sixth or seventh iteration. It was brought by staff to the Authority to obtain Authority members' reactions to the concept, including the outer physical boundaries of the marina project.

Mr. Elberling stated that staff should return in November to provide the Authority with a structured workshop.

Ms. Po-Rufino asked about the timing with the masterplan and Mr. Proud responded that implementation depends on the conveyance of the islands from the Navy to the City, the completion of the EIS/EIR and the decision of the Authority as to a master developer.

Ms. Halsted stated she liked the simplicity of approach and asked where in the process are there opportunities for design review. Ms. Po-Rufino asked for a list of similar projects by the developer. Mr. Green asked about the proposed location of parking, an analysis of the need for the number of parking spaces and impacts of the parking on run-off into the Bay. Ms. Halsted asked that marina users be invited to the next meeting.

Mr. Elberling reiterated the requests of Authority members by stating that information on parking is needed as well as information about the design of the area adjacent to Building 1.

10. Resolution authorizing sole source negotiations with San Francisco Little League for use of Little League field on Treasure Island (*Action item*)

Mr. Proud stated that the Little League field is located on the east side of TI and was created especially for Little League games. The sponsors propose to renovate the field into playable shape and to maintain it. Mr. Proud added that current negotiations include offering San Francisco Little League preference as to times and that TIDA would also obtain time for various groups on the island.

Mr. Green asked about the cost to Little League and the term of the lease. Mr. Proud responded that the field would be offered at no cost and the term . Mr., Green asked if an analysis had been performed on when the Little League would recoup its costs and if lights been planned for the facility. In addition, Mr. Green asked how would islanders schedule use and the location of proposed parking.

Ms. Po- Rufino asked if the field could be used as a football field and Mr. Proud responded that it is small and designed as a baseball diamond. Mr. Morales asked about spectator involvement and its possible use for other types of events. Mr. Morales stated that a minimum time should be set aside for the field to be used by the public and island residents.

Ms. Halsted inquired if the proposed field replaced another in San Francisco and Mr. Proud responded that San Francisco Little League games are played in Marin County currently.

Mr. Jesse Tepper, Manager of San Francisco Little League, stated that he wanted to use the TI field as S.F. Little League's home field. He stated that Little League wanted maximum access and would want to use the field everyday. He stated that current parking available at the field is adequate.

Mr. Green stated that he wanted progress reports on the negotiations.

Ms. Halsted moved approval and Mr. Morales seconded. Approved, 6-0.

11. Resolution approving Cooperative Agreement with Navy (*Action item*)

Ms. Conroy stated that the grant from the Navy is declining from \$4 million annually for the last two years to \$2.5 million for the upcoming year. Ms. Conroy summarized the changes and reductions in portions of the grant stating that since the housing areas on TI has been leased, the Authority's portion of maintenance costs have been reduced. The Authority still pays for police and fire protection. Mr. Fazande asked if any of the work will be performed by contract and Mr. Mahoney responded that city departments perform such work.

Mr. Elberling asked if the budget is the same budget approved by the Authority in June and Ms. Conroy responded that it is and stated that there will be a presentation on the budget at the November meeting.

Ms. Halsted moved approval and Mr. Morales seconded. Approved, 6-0.

12. Resolution accepting marine-related personal property from U.S. Navy (*Action item*)

13. Resolution transferring nine former US Navy sailing vessels to Delancey Street Foundation for use with Life Learning Academy (*Action item*)

Authority members agreed to consider items 12 and 13 together. Ms. Marianne Conarroe stated that the equipment had been declared excess by the Navy and include barges, sailboats and marine-related materials. The barges have been a monetary resource to the Authority. The nine sailboats are in need of

repair and the Project Office recommends their transfer to the Delancey Street's Life Learning Academy so that students will be able to work on them for eventual use.

Authority members and Ms. Conroy praised Ms. Conarroe's work as the former harbormaster. Ms. Conarroe stated that other than the barges and sail boats, all other items are scrap and will be hauled away.

Kate Weinstein, Life Learning Academy, expressed interest in the sailboats for the Academy's students.

Ms. Po-Rufino inquired if the boats would receive free berthing and Ms. Conarroe responded that they would not and stated that the boats needed to be pulled out of the water and be repaired on land.

Ms. Halsted moved approval of item 12 and Mr. Green seconded. Approved, 6-0.

Ms. Po-Rufino moved approval of Item 13 and Ms. Halsted seconded. Approved, 6-0.

14. POSSIBLE CLOSED SESSION

- Public Comment on all items relating to closed session
- Vote on whether to hold closed session to confer with legal counsel. (San Francisco Administrative Section 67.11(b)).
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15. CLOSED SESSION

The Authority met in closed session to discuss real estate negotiations.

Discussion and vote on whether to disclose action taken or discussions held in Closed Session.

Motion that the Treasure Island Development Authority elects at this time not to disclose its closed session deliberations. Passed unanimously.

16. Adjourn

